

IN THE HIGH COURT OF JUSTICE

NO. 6840 of 2007

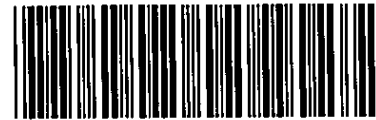
CHANCERY DIVISION

COMPANIES COURT

Mr Justice Evans-Lombe

Dated Friday 9 November 2007

MONDAY



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COMPANIES HOUSE

4713887



IN THE MATTER OF WHAM ENERGY PLC

- AND -

IN THE MATTER OF THE COMPANIES ACT 1985

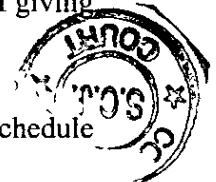
UPON THE PETITION of the above-mentioned WHAM Energy plc (hereinafter called the "Company") whose registered office is situated at Saxon House, 28 Castle Street, Guildford, Surrey GU1 3UW on 23 October 2007 preferred unto this Court

AND UPON HEARING Counsel for the Petitioner

AND UPON READING the said Petition and the evidence

AND UPON Venture Production plc by Counsel for the Company, being its Counsel for the purpose, submitting to be bound by the Scheme of Arrangement hereinafter sanctioned and undertaking to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by them for the purpose of giving effect to the said Scheme of Arrangement

THIS COURT HEREBY SANCTIONS the Scheme of Arrangement as set forth in the Schedule to the said Petition and in the First Schedule hereto



AND THIS COURT ORDERS that the reduction of the capital of the said Company from £90,000 divided into 60,000,000 Ordinary Shares of £0 001 each and 30,000 Redeemable Shares of £1 each to 28,254,389 Ordinary Shares of £0 001 each and 30,000 Redeemable Shares of £1 each resolved on and effected by a special resolution passed at an Extraordinary General Meeting of the said Company held on 22 October 2007, be and the same is hereby confirmed in accordance with the provisions of the above-mentioned Act

AND THE COURT HEREBY APPROVES the Minute set forth in the Second Schedule hereto

AND THE COURT HEREBY AUTHORISES the Company to be re-registered as a private company without it having passed a special resolution required by the Act **AND SPECIFIES** in the Third Schedule hereto the alteration to the Company's memorandum and articles of association to be made in connection with that re-registration

AND IT IS ORDERED that the Company be re-registered as a private company in accordance with the provisions of the above named Act

AND IT IS ORDERED that this Order and an application for the re-registration of the Company in the prescribed form be produced to the Registrar of Companies and that an office copy hereof be delivered to him together with a copy of the said Minute with the authorisation for it to be registered as specified in the Order

AND IT IS ORDERED that notice of the registration by the Registrar of Companies of this Order (so far as it confirmed the reduction of the capital of the Company) and of the said Minute be published once in the Times newspaper within 21 days after such registration

**THE FIRST SCHEME BEFORE REFERRED TO:
SCHEME OF ARRANGEMENT**

PART 7

THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No 6840 of 2007

IN THE MATTER OF
WHAM ENERGY PLC
and

IN THE MATTER OF THE COMPANIES ACT 1985

SCHEME OF ARRANGEMENT
(under section 425 of the Companies Act 1985)

Between

WHAM ENERGY PLC

and

THE HOLDERS OF SCHEME SHARES
(as hereinafter defined)

- (A) In this Scheme (as hereinafter defined), unless inconsistent with the subject or context, the following expressions have the following meanings

“£”, “sterling” and “pence”	the lawful currency of the United Kingdom,
“Act” or “Companies Act”	the Companies Act 1985 as amended or, where relevant, the Companies Act 2006 and where any specific provision of the Companies Act 1985 is referred to, this will include, where relevant, any equivalent provision of the Companies Act 2006,
“Basic Consideration”	the basic consideration payable under the Scheme to Scheme Shareholders on the basis set out in the Scheme Document consisting of, for each WHAM Share, 19 7 pence in cash and 0 0338 New Venture Shares,
“business day”	a day (other than Saturdays, Sundays and UK public holidays) on which banks are open for business in London,
“certificated” or in “certificated form”	a share which is not in uncertificated form (that is, not held in CREST),
“Court”	the High Court of Justice in England and Wales
“Court Meeting”	the meeting of Scheme Shareholders (and any adjournment thereof) to be convened pursuant to an order of the Court pursuant to section 425 of the Act for the purpose of considering the Scheme and, if thought fit, approving the Scheme (with or without amendment),
“Court Order”	the order of the Court sanctioning this Scheme under section 425 of the Companies Act and confirming under section 137

	of the Companies Act the reduction of capital provided for in Clause 1(a) of this Scheme,
“CREST”	a relevant system (as defined in the Regulations) in respect of which Euroclear is operator (as defined in the Regulations),
“Deferred Consideration”	the alternative consideration payable for each Scheme Share under the Scheme to Scheme Shareholders on the basis set out in the Scheme Document consisting of for each WHAM Share, 19 7 pence in cash, and 0 0270 New Venture Shares, and one Deferred Consideration Note,
“Deferred Consideration Alternative”	the alternative under which eligible WHAM Scheme Shareholders may elect to receive, in exchange for their Scheme Shares and on the basis set out in the Scheme Document, the Deferred Consideration instead of the Basic Consideration to which they would otherwise be entitled under the terms of the Scheme,
“Deferred Consideration Note Instrument”	the instrument constituting Deferred Consideration Notes of Venture,
“Deferred Consideration Notes”	the deferred consideration notes to be constituted pursuant to the Deferred Consideration Note Instrument,
“EGM”	the extraordinary general meeting of the holders of WHAM Shares convened in connection with the Scheme, or any adjournment thereof,
“Electronic Election”	an election made by a holder of Scheme Shares in uncertificated form to receive the Deferred Consideration Alternative in accordance with the procedures set out in the Scheme Document,
“Euroclear”	Euroclear UK & Ireland Limited, the operator of CREST,
“Form of Election”	the form of election for use by Scheme Shareholders holding Scheme Shares in certificated form in connection with the Deferred Consideration Alternative,
“Hearing Date”	the date on which the Court sanctions the Scheme and confirms the reduction of capital which forms part of it,
“Hearing Record Time”	6 00 p m on the business day immediately preceding the Hearing Date,
“holder”	a registered holder and includes any person entitled by transmission,
“New Venture Shares”	the Venture Shares to be issued and delivered in accordance with this Scheme, which, after the Scheme Effective Date, will rank <i>pari passu</i> in all respects with the existing Venture Shares,
“New WHAM Shares”	the new Ordinary Shares to be created in accordance with Clause 1(b) of this Scheme,
“Ordinary Shares” or “WHAM Shares”	the ordinary shares of 0 1 pence each in the capital of WHAM,

“Overseas Shareholder”	a WHAM Shareholder who is resident in, or a citizen of, a jurisdiction outside the UK,
“Registrar of Companies”	the Registrar of Companies in England and Wales,
“Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No 3755), as amended from time to time,
“Relevant Holder”	a Holder of Scheme Shares at the Scheme Record Time,
“Restricted Jurisdiction”	Australia and Japan or any jurisdiction in relation to which the extension or acceptance of the Basic Consideration or the Deferred Consideration Alternative to such jurisdiction would be unlawful, or which Venture decides in its sole discretion would be likely to involve disproportionate complexity or risk,
“Restricted Overseas Shareholder”	an Overseas Shareholder who is resident in, or a citizen of a Restricted Jurisdiction (or any custodian nominee or trustee for such persons),
“Scheme”	the scheme of arrangement under section 425 of the Companies Act between the Company and the Relevant Holders subject to any modification, addition or condition which WHAM and Venture may agree and, if required, the Court may approve or impose,
“Scheme Document”	the document addressed to Scheme Shareholders of which this Scheme forms part,
“Scheme Effective Date”	the date on which the Scheme becomes effective in accordance with clause 6 of the Scheme,
“Scheme Record Time”	4 30 p m on the business day immediately preceding the Scheme Effective Date,
“Scheme Shares”	<p>WHAM Shares</p> <p>(i) in issue at the date of this document,</p> <p>(ii) (if any) issued after the date of this document and prior to the Voting Record Time,</p> <p>(iii) (if any) issued at or after the Voting Record Time and before the Hearing Record Time, on terms that the original or subsequent holder thereof shall be, or shall have agreed in writing by such time to be, bound by this Scheme,</p> <p>save for any WHAM Shares held by Venture (or its nominees),</p>
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland,
“uncertificated” or in “uncertificated form”	a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which by virtue of the Regulations, may be transferred by means of CREST,
“Venture”	Venture Production plc,

“Venture Shares”	ordinary shares of 0.4 pence each in the capital of Venture,
“Voting Record Time”	6.00 p.m. on 20 October 2007 or, if the Court Meeting is adjourned, 6.00 p.m. on the day falling two days before the date of any adjourned meeting,
“WHAM” or the “Company”	WHAM Energy plc,
“WHAM Articles”	the articles of association of WHAM, and
“WHAM’s Registrars”	Computershare Investor Services PLC

All times referred to in this Scheme are references to London time unless otherwise specified

- (B) The authorised share capital of WHAM as at 24 September 2007 is £90,000 divided into 60,000,000 Ordinary Shares of £0.001 each and 30,000 redeemable shares of £1 each of which 31,745,611 Ordinary Shares, are in issue and fully paid up or credited as fully paid up, and the remainder of the Ordinary Shares are unissued
- (C) Options to acquire 1,584,780 Ordinary Shares have been granted pursuant to the WHAM Options and remain unexecuted as at the date of this document
- (D) Warrants to subscribe for a total of 695,611 Ordinary Shares have been issued pursuant to the WHAM Warrants and remain unexercised as at the date of this document
- (E) Venture has agreed to appear by counsel on the hearing of the petition to sanction the Scheme and to undertake to the Court to be bound thereby and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purposes of giving effect to the Scheme

The Scheme

1. Cancellation of the Scheme Shares

- (a) The share capital of WHAM shall be reduced by cancelling and extinguishing the Scheme Shares
- (b) Forthwith and contingently upon the reduction of capital referred to in Clause 1(a) taking effect and the Company being re-registered by the Registrar of Companies in England and Wales as a private company limited by shares pursuant to a court order issued under Section 139(3) of the Act
 - (i) the authorised share capital of WHAM shall be increased to its former amount by the creation of such number of New WHAM Shares as shall be equal to the number of Scheme Shares, and
 - (ii) the reserve arising in the books of account of WHAM as a result of the reduction of capital referred to in Clause 1(a) above shall be capitalised and applied by WHAM in paying up in full at par the New WHAM Shares created pursuant to Clause 1(b)(i) above which shall be allotted and issued to Venture or a wholly owned subsidiary of Venture nominated by Venture, credited as fully paid up, free from all liens, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever

2. Consideration for cancellation of the Scheme Shares

- (a) Subject to the cancellation of the Scheme Shares referred to in Clause 1(a) above and in consideration for the cancellation of the Scheme Shares on terms that the reserve arising on such cancellation shall be applied in paying up the New WHAM Shares to be issued to Venture as provided for in Clause 1(b)(ii) of this Scheme, Venture shall, subject as hereinafter provided in Clause 4(f) in relation to Overseas Shareholders and in relation to the Deferred Consideration Alternative, pay and issue or procure that there be paid and issued to the holders of Scheme Shares on the following basis in respect of the whole of such holders holding of Scheme Shares at the Scheme Record Time

for every one Scheme Share 19.7 pence cash and 0.0338 New Venture Shares

and so in proportion for any larger number of Scheme Shares held

- (b) Fractional entitlements to New Venture Shares will not be issued to WHAM Shareholders but will be aggregated and sold in the market and the net proceeds of sale will be distributed *pro rata* to persons entitled thereto. The cash element of the Basic Consideration due to each WHAM Shareholder will be rounded to the nearest whole penny
- (c) The New Venture Shares to be issued and delivered pursuant to this Clause 2 shall be fully paid, shall rank *pari passu* in all respects with Venture Shares in issue on the Scheme Effective Date and shall be entitled to dividends and other distributions (if any) declared or paid by Venture by reference to a record date on or after the Scheme Effective Date but not otherwise. The New Venture Shares shall be issued free from all liens, equities, charges, encumbrances and other interests whatsoever
- (d) The provisions of this clause 2 will be subject to any prohibitions or conditions imposed by law or regulation

3. Deferred Consideration Alternative

- (a) If any eligible holder of Scheme Shares shall so validly elect pursuant to the Deferred Consideration Alternative, Venture shall pay and issue or procure that there be paid and issued to such holder on the following basis in respect of the whole of such holder's holding of Scheme Shares at the Scheme Record Time

for every one Scheme Share 19.7 pence in cash and 0.0270 New Venture Shares and one Deferred Consideration Note

and so in proportion for any larger number of Scheme Shares

- (b) The New Venture Shares and the Deferred Consideration Notes will be issued, fully paid or credited as fully paid
- (c) An election to receive the Deferred Consideration Alternative shall, where the Scheme Shares are held in certificated form, be made by completing and signing the Form of Election in accordance with the instructions printed thereon and by complying with the instructions and requirements contained in the same and by sending or delivering the same (accompanied by such documents or other evidence of title as may be required) to WHAM's Registrars (at such address(es) as are specified in the Form of Election) so as to be received by the time and date specified in the Form of Election, or, (where the Scheme Shares are held in uncertificated form), by making an Electronic Election
- (d) Under the Deferred Consideration Alternative elections can only be made fully in lieu of entitlements under the Basic Consideration
- (e) The provisions of this clause 3 will be subject to any prohibitions or condition imposed by law or regulation

4. Despatch of consideration

- (a) As soon as reasonably practicable after the Scheme Effective Date, and in any event not more than 14 days thereafter, Venture shall deliver the consideration set out in clauses 2(a) and 3(a) above to give effect to the Scheme to the persons respectively entitled thereto, such consideration to be settled as set out below

- (b) Settlement of the consideration shall be effected as follows

New Venture Shares

- (i) in the case of Scheme Shares which at the Scheme Record Time are in certificated form, the New Venture Shares to which the Relevant Holder is entitled will be issued to such shareholder in certificated form,
- (ii) in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, the New Venture Shares to which the Relevant Holder is entitled shall be issued to such shareholder in uncertificated form. Venture will procure that Euroclear is instructed to credit the appropriate stock account of CREST of the Relevant Holder concerned with such Relevant Holder's entitlement to New Venture Shares,

Cash

- (i) in the case of Scheme Shares which at the Scheme Record Time are in certificated form, Venture shall, in accordance with the provisions of clause 4(c), despatch, or procure the despatch, to the Relevant Holder a cheque for the sums payable to them,
- (ii) in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, Venture shall make payment of the sums payable to the Relevant Holder through CREST in the manner prescribed by clause 4(e) PROVIDED that Venture may, if it so determines, make payment of said consideration by cheque as aforesaid, and

Deferred Consideration Notes

regardless of whether a holder of Scheme Shares holds such Scheme Shares in certificated or uncertificated form, the Deferred Consideration Notes to which the Relevant Holder is entitled shall, in accordance with the provisions of clause 4(c), be issued in certificated form

- (c) All deliveries of cheques or certificates required to be made pursuant to this Scheme shall be effected by sending the same by first class post in prepaid envelopes addressed to the persons entitled thereto at their respective registered addresses as appearing in the register of members of WHAM at the Scheme Record Time (or, in the case of joint holders, at the registered address of that one of the joint holders whose name stands first in the said register in respect of such joint holding at such time) or in accordance with any special instructions regarding communications, and neither Venture, WHAM nor their respective agents shall be responsible for any loss or delay in the transmission of any certificates sent in accordance with this Clause 4, which shall be sent at the risk of the persons entitled thereto
- (d) All cheques made payable to the person to whom, in accordance with the foregoing provisions of this clause, the envelope containing the same is addressed and the encashment of any such cheque is a complete discharge to Venture for the monies represented therein
- (e) In respect of the payments made through CREST, Venture shall ensure that a settlement bank payment obligation is created in accordance with the RTGS payments mechanism. The creation of such assured payment obligations shall be a complete discharge for Venture for the monies represented thereby.
- (f) The preceding paragraphs shall take effect subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if, in respect of any holder of Scheme Shares with a registered address outside the United Kingdom, or who is a citizen, resident or national of a jurisdiction where the issue of New Venture Shares or Deferred Consideration Notes pursuant to this clause would or may infringe the law of any jurisdiction outside the United Kingdom, or would or may require Venture to observe any governmental or other consent or any registration, filing or other formality with which Venture is unable to comply or which Venture reasonably regards as unduly onerous or of no benefit to such WHAM Shareholders, then Venture
 - (i) may determine that the Deferred Consideration Alternative shall not be available to such holder so that such holder shall be deemed to be a Restricted Overseas Shareholder and a Form of

Election shall not be sent to such holder. If a Restricted Overseas Shareholder is sent a Form of Election, any Form of Election completed and delivered by such holder shall, at the absolute discretion of Venture, be invalid, and

- (ii) will not issue New Venture Shares available under the Basic Consideration to such holder but, instead, will either issue the relevant New Venture Shares to a nominee appointed by Venture on behalf of such holder on the terms that the nominee shall sell the New Venture Shares so issued and remit the cash proceeds of the sale to such holder or issue the New Venture Shares and sell them on behalf of such holder with the cash proceeds being remitted to such holder

5. Certificates relating to Scheme Shares

- (a) Upon the Scheme becoming effective on the Scheme Effective Date, each existing certificate representing a holding of Scheme Shares shall cease to be valid in respect of such holding and each holder of Scheme Shares shall be bound at the request of WHAM to deliver up the same to WHAM or to any person appointed by WHAM to receive the same for cancellation or to destroy such share certificates
- (b) Upon the Scheme becoming effective on the Scheme Effective Date, in respect of those holders of Scheme Shares who hold Scheme Shares in uncertificated form, Euroclear shall be instructed to cancel such holders' entitlements to such Scheme Shares

6. The Scheme Effective Date

- (a) The Scheme shall become effective as soon as an office copy of the Court Order (sanctioning the Scheme under section 425 of the Act and confirming under section 137 of the Act the reduction of capital provided for by the Scheme) shall have been delivered to the Registrar of Companies and registered by him
- (b) Unless the Scheme shall have become effective on or before 5 00 p m on 31 December 2007, or such later date (if any) as WHAM and Venture may agree and (if required) the Court may approve, the Scheme is deemed to have lapsed

7. Modification

WHAM and Venture may jointly consent on behalf of all persons concerned to any modification of or addition to the Scheme or to any condition which the Court may think fit to approve or impose

Dated 25 September 2007

**THE SECOND SCHEDULE BEFORE REFERRED TO:
MINUTE APPROVED BY THE COURT**

The capital of Wham Energy plc was by virtue of a Special Resolution and with the sanction of an Order of the High Court of Justice dated 9 November 2007 reduced from £90,000 divided into 60,000,000 Ordinary Shares of £0.001 each and 30,000 Redeemable Shares of £1 each to 28,254,389 Ordinary Shares of £0.001 each and 30,000 Redeemable Shares of £1 each

By virtue of a Scheme of Arrangement sanctioned by the said Order of the said Special Resolution the share capital of the Company upon the registration of this minute is £90,000 divided into 60,000,000 Ordinary Shares of £0.001 pence each and 30,000 Redeemable Shares of £1 each of which 31,745,611 Ordinary Shares of £0.001 pence have been issued and are deemed to be fully paid and the remainder are unissued

**THE THIRD SCHEDULE BEFORE
REFERRED TO:
NEW MEMORANDUM AND ARTICLES OF ASSOCIATION**

THE COMPANIES ACTS 1985 to 1989
PUBLIC COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION OF
WHAM ENERGY LIMITED

- 1 1 The company's name is "WHAM ENERGY LIMITED"¹
- 1 2 The company is to be a public company
- 2 The Company's registered office is to be situated in England and Wales
- 3 1 The object of the Company is to carry on business as a general commercial company
- 3 2 Without prejudice to the generality of the object and the powers of the Company derived from section 3A of the Act the Company has power to do all or any of the following things
 - 3 2 1 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property
 - 3 2 2 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire
 - 3 2 3 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received

¹ The Company re-registered as a private limited company on 12 November 2007

- 3 2 4 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company
- 3 2 5 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made
- 3 2 6 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid)
- 3 2 7 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it
- 3 2 8 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments
- 3 2 9 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- 3 2 10 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions
- 3 2 11 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures,

- debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world
- 3 2 12 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies
- 3 2 13 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid
- 3 2 14 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same
- 3 2 15 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts
- 3 2 16 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient
- 3 2 17 To distribute among the members of the Company in kind any property of the Company of whatever nature
- 3 2 18 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company
- 3 2 19 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such

subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law), and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants, and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained

- 3 2 20 Subject to and in accordance with the provisions of the Act (if and so far as such provisions shall be applicable) to give, directly or indirectly, financial assistance for the acquisition of shares or other securities of the Company or of any other company or for the reduction or discharge of any liability incurred in respect of such acquisition
- 3 2 21 To procure the Company to be registered or recognised in any part of the world
- 3 2 22 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others
- 3 2 23 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them
- 3 2 24 AND so that
- 3 2 24 1 None of the provisions set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company
- 3 2 24 2 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 incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere
- 3 2 24 3 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force
- 4 The liability of the members is limited

- 5 The Company's share capital is £110,000 divided into 60,000,000 ordinary shares of £0 001 each and 30,000 redeemable preference shares of £1 each ²

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The share capital of WHAM Energy Limited was by virtue of a resolution of the Company passed on 22 October 2007 (the "Special Resolution") and with the sanction of the High Court of Justice dated 9 November 2007 reduced from £90,000 divided into 60,000,000 Ordinary Shares of £0 001 each and 30,000 Redeemable Shares of £1 each to 28,254,389 Ordinary Shares of £0 001 each and 30,000 Redeemable Shares of £1 each

Pursuant to the Special Resolution, upon the above reduction in capital taking effect the capital of the Company was increased to its former amount of £90,000 divided into 60,000,000 Ordinary Shares of £0 001 each and 30,000 Redeemable Shares of £1

COMPANIES ACT 1985

A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

WHAM ENERGY LIMITED¹

(adopted by special resolution passed on 22 October 2007 and implemented following satisfaction of certain conditions on 12 November 2007)

PRELIMINARY

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

Definitions 2 In these Articles, except where the subject or context otherwise requires

Act means the Companies Act 1985 including any modification or re-enactment of it for the time being in force,

address, in relation to electronic communications, includes any number or address used for the purposes of such communications,

Articles means these articles of association as altered from time to time by special resolution,

auditors means the auditors of the Company,

the board means the directors or any of them acting as the board of directors of the Company,

certificated share means a share in the capital of the Company that is not an uncertificated share and references in these Articles to a share being held in certificated form shall be construed accordingly,

¹ The Company re-registered as a private limited company on 12 November 2007

Companies Acts has the meaning given by section 744 of the Act and includes any enactment passed after those Acts which may, by virtue of that or any other such enactment, be cited together with those Acts as the "Companies Acts" (with or without the addition of an indication of the date of any such enactment),

director means a director of the Company,

dividend means dividend or bonus,

electronic signature has the meaning given by section 7(2) of the Electronic Communications Act 2000,

employees' share scheme has the meaning given by section 743 of the Act,

entitled by transmission means, in relation to a share in the capital of the Company, entitled as a consequence of the death or bankruptcy of the holder or otherwise by operation of law,

holder in relation to a share in the capital of the Company means the member whose name is entered in the register as the holder of that share,

member means a member of the Company,

Memorandum means the memorandum of association of the Company as amended from time to time,

office means the registered office of the Company,

paid means paid or credited as paid,

recognised person means 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(4D) of the Act,

register means either or both of the issuer register of members and the Operator register of members of the Company,

Regulations means the Uncertificated Securities Regulations 2001 including any modification or re-enactment of them for the time being in force,

seal means the common seal of the Company and includes any official seal kept by the Company by virtue of section 39 or 40 of the Act,

secretary means the secretary of the Company and includes a joint, assistant, deputy or temporary secretary and any other person appointed to perform the duties of the secretary,

uncertificated share means (subject to Regulation 42(11)(a) of the Regulations) a share in the capital 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 and references in these articles to a share being held in uncertificated form shall be construed accordingly, and

United Kingdom means Great Britain and Northern Ireland

Construction

3 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)

Where, in relation to a share, these Articles refer to a *relevant system*, the reference is to the relevant system in which that share is a participating security at the relevant time

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

Words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender, and words denoting persons include corporations

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

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

Subject to the preceding two paragraphs, references to any provision of any enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force

Headings and marginal notes are inserted for convenience only and do not affect the construction of these Articles

In these Articles, (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them, (b) the word *board* in the context of the exercise of any power contained in these Articles includes any committee consisting of one or more directors, any director, any other officer of the Company and any local or divisional board, manager or agent of the Company to which or, as the case may be, to whom the power in question has been delegated, (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

- Shares with special rights** 4 Subject to the provisions of the Companies Acts and without prejudice to any rights attached to any existing shares or class of shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or, subject to and in default of such determination, as the board shall determine
- Share warrants to bearer** 5 The board may issue share warrants to bearer in respect of any fully paid shares under a seal of the Company or in any other manner authorised by the board. Any share while represented by such a warrant shall be transferable by delivery of the warrant relating to it. In any case in which a warrant is so issued, the board may provide for the payment of dividends or other moneys on the shares represented by the warrant by coupons or otherwise. The board may decide, either generally or in any particular case or cases, that any signature on a warrant may be applied by electronic or mechanical means or printed on it or that the warrant need not be signed by any person
- Conditions of issue of share warrants** 6 The board may determine, and from time to time vary, the conditions on which share warrants to bearer shall be issued and, in particular, the conditions on which
- (a) a new warrant or coupon shall be issued in place of one worn-out, defaced, lost or destroyed (but no new warrant shall be issued unless the Company is satisfied beyond reasonable doubt that the original has been destroyed), or
 - (b) the bearer shall be entitled to attend and vote at general meetings, or
 - (c) a warrant may be surrendered and the name of the bearer entered in the register in respect of the shares specified in the warrant
- The bearer of such a warrant shall be subject to the conditions for the time being in force in relation to the warrant, whether made before or after the issue of the warrant. Subject to those conditions and to the provisions of the Companies Acts, the bearer shall be deemed to be a member of the Company and shall have the same rights and privileges as he would have if his name had been included in the register as the holder of the shares comprised in the warrant
- No right in relation to share** 7 The Company shall not be bound by or be compelled in any way to recognise any right in respect of the share represented by a share warrant other than the bearer's absolute right to the warrant
- Uncertificated shares** 8 Subject to the provisions of the Regulations, the board 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
- Not separate class of shares** 9 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

Exercise of Company's entitlements in respect of uncertificated share 10 Where any class of shares is a participating security and the Company is entitled under any provision of the Companies 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 Companies 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 appoint 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

Section authority 80 11 The board has 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

Section disapplication 89 12 The board is empowered for each prescribed period to allot equity securities for cash pursuant to the authority conferred by Article 11 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 11(a)) of equity securities up to an aggregate nominal amount equal to the section 89 amount
- (c) Article 13 applies in relation to a sale of shares which is an allotment of equity securities by virtue of section 94(3A) of the Act as if in Article 13 the words "pursuant to the authority conferred by Article 12" were omitted

Allotment after expiry 13 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 board 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

Definitions 14 In this Article and Articles 11, 12 and 13

prescribed period means any period for which the authority conferred by Article 11 is given by ordinary or special resolution stating the section 80 amount and/or the power conferred by Article 12 is given by special resolution stating the section 89 amount,

pre-emptive issue means an offer of equity securities to ordinary shareholders or an invitation to ordinary shareholders to apply to subscribe for equity securities and, if in accordance with their rights the board so determines, 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 board may deem necessary or expedient in relation to fractional entitlements or any legal, regulatory or practical problems under the laws or regulations of any territory or the requirements of any regulatory body or stock exchange,

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

**Residual
allotment
powers**

15 Subject to the provisions of the Companies Acts relating to authority, pre-emption rights or otherwise and of any resolution of the Company in general meeting passed pursuant to those provisions, and, in the case of redeemable shares, the provisions of Article 16

- (a) all unissued shares for the time being in the capital of the Company shall be at the disposal of the board, and
- (b) the board may reclassify, allot (with or without conferring a right of renunciation), grant options over, or otherwise dispose of them to such persons on such terms and conditions and at such times as it thinks fit

**Redeemable
shares**

16 Subject to the provisions of the Companies Acts, and without prejudice to any rights attached to any existing shares or class of shares, 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 may be provided by these Articles (**Redeemable Shares**) The rights attaching to the Redeemable Shares are as follows

- (a) the Redeemable Shares shall carry no votes and a holder of a Redeemable Share shall not, by virtue of its holding of that Redeemable Share, have any right to receive notice of, attend, speak or vote at any general meeting of the Company,
- (b) a holder of a Redeemable Share shall be entitled, in priority to all other classes of shares in issue from time to time, to be paid out of profits of the Company available for distribution a cumulative dividend per Redeemable Share, payable on 1st January annually, at a rate per annum equal to 2 per cent of its paid up nominal value (pro rate temporis, in the case of a period of less than a year) but with no other right to be paid out of profits of the Company,
- (c) on a winding-up or a reduction of capital involving a repayment (except on a redemption in accordance with the terms of issue of any share or on a capitalisation issue), each redeemable share shall confer on the holder of that Redeemable Share the right to repayment of the nominal amount paid up on the Redeemable Share before repayment of the capital paid up on other classes of share capital but with no other right to repayment of the nominal amount,
- (d) subject to the provisions of the Companies Act 1985, a Redeemable Share shall be redeemed 100 years from its date of issue or at any time prior thereto at the

option of the Company or the holder thereof. The holder of a Redeemable Share which is subject to redemption shall surrender to the Company on or before the date for redemption the certificate for such Redeemable Share in order that it may be cancelled and upon cancellation the Company shall pay to the holder the nominal value of such Redeemable Share, and

- (e) a Redeemable Share redeemed pursuant to Article 11(d) shall be cancelled and the Company shall not be entitled to re-issue the same

Commissions 17 The Company may exercise all powers of paying commissions or brokerage conferred or permitted by the Companies Acts. Subject to the provisions of the Companies Acts, any such commission or brokerage 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

Trusts not recognised 18 Except as required by law, the Company shall recognise no person as holding any share on any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share (or in any fractional part of a share) except the holder's absolute right to the entirety of the share (or fractional part of the share)

VARIATION OF RIGHTS

Method of varying rights 19 Subject to the provisions of the Companies Acts, if at any time the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of allotment of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either

- (a) with the consent of the holders of three-quarters in nominal value of the issued shares of the class (excluding any shares of that class held as treasury shares), which consent shall be by means of one or more instruments or contained in one or more electronic communications sent to such address (if any) for the time being notified by or on behalf of the Company for that purpose or a combination of both, or
- (b) 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

When rights to be deemed varied 20 For the purposes of Article 19, if at any time the capital of the Company is divided into different classes of shares, unless otherwise expressly provided by the rights attached to any share or class of shares, those rights shall be deemed to be varied by

- (a) the reduction of the capital paid up on that share or class of shares otherwise than by a purchase or redemption by the Company of its own shares, and
- (b) the allotment of another share ranking in priority for payment of a dividend or in respect of capital or which confers on its holder voting rights more favourable than those conferred by that share or class of shares,

but shall not be deemed to be varied by

- (a) the creation or issue of another share ranking equally with, or subsequent to, that share or class of shares or by the purchase or redemption by the Company of its own shares, or

- (b) the Company permitting, in accordance with the Regulations, the holding of and transfer of title to shares of that or any other class in uncertificated form by means of a relevant system

SHARE CERTIFICATES

Members' rights to certificates 21 Every member, on becoming the holder of any 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, on transferring a part of his holding of certificated shares of any class, to a certificate for the balance of his holding of certificated shares) He may elect to receive one or more additional certificates for any of his certificated shares if he pays for every certificate after the first a reasonable sum determined from time to time by the board Every certificate shall

- (a) be executed under the seal or otherwise in accordance with Article 171 or in such other manner as the board may approve, and
- (b) specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up on the shares

The Company shall not be bound to issue more than one certificate for certificated shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them Shares of different classes may not be included in the same certificate

Replacement certificates 22 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 board may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate

LIEN

Company to have lien on shares 23 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys payable to the Company (whether presently or not) in respect of that share The board 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

Enforcement of lien by sale 24 The Company may sell, in such manner as the board determines, any share on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been sent to the holder of the share, or to the person entitled to it by transmission, demanding payment and stating that if the notice is not complied with the share may be sold

Giving effect to sale 25 To give effect to that sale the board may, if the share is a certificated share, authorise any person to execute an instrument of transfer in respect of the share sold to, or in accordance with the directions of, the buyer If the share is an uncertificated share, the board may exercise any of the Company's powers under Article 10 to effect the sale of the share to, or in accordance with the directions of, the buyer The buyer shall not be bound to see to the application of the purchase money and his title to the share shall not be affected by any irregularity in or invalidity of the proceedings in relation to the sale

Application of proceeds 26 The net proceeds of the sale, after payment of the costs, shall be applied in or towards payment or satisfaction of so much of the sum in respect of which the lien exists as is presently payable. Any residue shall (if the share sold is a certificated share, on surrender to the Company for cancellation of the certificate in respect of the share 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 on the share before the sale) be paid to the person entitled to the share at the date of the sale.

CALLS ON SHARES

Power to make calls 27 Subject to the terms of allotment, the board may from time to time make calls on the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium). Each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company the amount called on his shares as required by the notice. A call may be required to be paid by instalments. A call may be revoked in whole or part and the time fixed for payment of a call may be postponed in whole or part as the board may determine. A person on whom a call is made shall remain liable for calls made on him even if the shares in respect of which the call was made are subsequently transferred.

Time when call made 28 A call shall be deemed to have been made at the time when the resolution of the board authorising the call was passed.

Liability of joint holders 29 The joint holders of a share shall be jointly and severally liable to pay all calls in respect of it.

Interest payable 30 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 board, not exceeding 15 per cent per annum, or, if higher, the appropriate rate (as defined in the Act), but the board may in respect of any individual member waive payment of such interest wholly or in part.

Deemed calls 31 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 these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

Differentiation on calls 32 Subject to the terms of allotment, the board 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.

Payment of calls in advance 33 The board may, if it thinks fit, receive from any member all or any part of the moneys uncalled and unpaid on any share held by him. Such payment in advance of calls shall extinguish the liability on the share in respect of which it is made to the extent of the payment. The Company may pay on all or any of the moneys so advanced (until they would but for such advance become presently payable) interest at such rate agreed between the board and the member not exceeding (unless the Company by ordinary resolution otherwise directs) 15 per cent per annum or, if higher, the appropriate rate (as defined in the Act).

FORFEITURE AND SURRENDER

- | | | |
|----------------------------------|----|---|
| Notice requiring payment of call | 34 | If a call or any instalment of a call remains unpaid in whole or in part after it has become due and payable, the board may give the person from whom it is due not less than 14 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. |
| Forfeiture for non-compliance | 35 | If that notice is not complied with, any share in respect of which it was sent may, at any time before the payment required by the notice has been made, be forfeited by a resolution of the board. The forfeiture shall include all dividends or other moneys payable in respect of the forfeited share which have not been paid before the forfeiture. When a share has been forfeited, notice of the forfeiture shall be sent to the person who was the holder of the share before the forfeiture. Where the forfeited share is held in certificated form, an entry shall be made promptly in the register opposite the entry of the share showing that notice has been sent, that the share has been forfeited and the date of forfeiture. No forfeiture shall be invalidated by the omission or neglect to send that notice or to make those entries. |
| Sale of forfeited shares | 36 | Subject to the provisions of the Companies 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 board determines, either to the person who was the holder before the forfeiture or to any other person. At any time before sale, re-allotment or other disposal, the forfeiture may be cancelled on such terms as the board thinks fit. Where for the purposes of its disposal a forfeited share held in certificated form is to be transferred to any person, the board may authorise any person to execute an instrument of transfer of the share to that person. 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 10. The Company may receive the consideration given for the share on its disposal and may register the transferee as holder of the share. |
| Liability following forfeiture | 37 | A person shall cease to be a member in respect of any share which has been forfeited and shall, if the share is a certificated share, surrender the certificate for any forfeited share to the Company for cancellation. The person 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 that share with interest on that amount 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 board, 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. The board may waive payment wholly or in part or enforce payment without any allowance for the value of the share at the time of forfeiture or for any consideration received on its disposal. |
| Surrender | 38 | The board may accept the surrender of any share which it is in a position to forfeit on such terms and conditions as may be agreed. Subject to those terms and conditions, a surrendered share shall be treated as if it had been forfeited. |
| Extinction of rights | 39 | The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only those rights and liabilities expressly saved by these Articles, or as are given or imposed in the case of past members by the Companies Acts. |

Evidence of forfeiture or surrender 40 A statutory declaration by a director or the secretary that a share has been duly 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. The declaration shall (subject if necessary to the execution of an instrument of transfer or transfer by means of the relevant system, as the case may be) constitute a good title to the share. The person to whom the share is disposed of shall not be bound to see to the application of the purchase money, if any, and his title to the share shall not 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

Form and execution of transfer of certificated share 41 The instrument of transfer of a certificated share may be in any usual form or in any other form which the board may approve. An instrument of transfer shall be signed 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.

Transfers of partly paid certificated shares 42 The board may, in its absolute discretion and without giving any reason, refuse to register the transfer of a certificated share which is not fully paid, provided that the refusal does not prevent dealings in shares in the Company from taking place on an open and proper basis.

Invalid transfers of certificated shares 43 The board may also refuse to register the transfer of a certificated share unless the instrument of transfer

- (a) is lodged, duly stamped (if stampable), at the office or at another place appointed by the board accompanied by the certificate for the share to which it relates and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer,
- (b) is in respect of only one class of shares, and
- (c) is in favour of not more than four transferees

Transfers by recognised persons 44 In the case of a transfer of a certificated share by a recognised person, the lodging of a share certificate will only be necessary if and to the extent that a certificate has been issued in respect of the share in question.

Notice of refusal to register 45 If the board refuses to register a transfer of a share in certificated form, it shall send the transferee notice of its refusal within two months after the date on which the instrument of transfer was lodged with the Company.

Suspension of registration 46 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the board may determine, except that the board may not suspend the registration of transfers of any participating security without the consent of the Operator of the relevant system.

No fee payable on registration 47 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to a share.

Retention of transfers 48 The Company shall be entitled to retain an instrument of transfer which is registered, but an instrument of transfer which the board refuses to register shall be returned to the person lodging it when notice of the refusal is sent.

TRANSMISSION OF SHARES

- Transmission** 49 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. Nothing in these Articles shall release the estate of a deceased member (whether a sole or joint holder) from any liability in respect of any share held by him.
- Elections permitted** 50 A person becoming entitled by transmission to a share may, on production of any evidence as to his entitlement properly required by the board, elect either to become the holder of the share or to have another person nominated by him registered as the transferee. If he elects to become the holder he shall send 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 board 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 provisions of these Articles relating to the transfer of shares apply to that 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 or other event giving rise to the transmission had not occurred.
- Elections required** 51 The board may at any time send a notice requiring any such person to elect either to be registered himself or to transfer the share. If the notice is not complied with within 60 days, the board may 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.
- Rights of persons entitled by transmission** 52 A person becoming entitled by transmission to a share shall, on production of any evidence as to his entitlement properly required by the board and subject to the requirements of Article 50, have the same rights in relation to the share as he would have had if he were the holder of the share, subject to Article 183. That person may give a discharge for all dividends and other moneys payable in respect of the share, but 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 capital of the Company.

ALTERATION OF SHARE CAPITAL

- Alterations by ordinary resolution** 53 The Company may by ordinary resolution
- (a) increase its share capital by such sum to be divided into 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 Companies 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

New shares
subject to these
Articles

- 54 All shares created by ordinary resolution pursuant to Article 53 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

Fractions
arising

55 Whenever any fractions arise as a result of a consolidation or sub-division of shares, the board may on behalf of the members deal with the fractions as it thinks fit. In particular, without limitation, the board may sell shares representing fractions to which any members would otherwise become entitled to any person (including, subject to the provisions of the Companies Acts, the Company) and distribute the net proceeds of sale in due proportion among those members. Where the shares to be sold are held in certificated form the board may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the buyer. 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 buyer. The buyer shall not be bound to see to the application of the purchase moneys and his title to the shares shall not be affected by any irregularity in, or invalidity of, the proceedings in relation to the sale.

Power to reduce
capital

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

PURCHASE OF OWN SHARES

Power to
purchase
shares

57 Subject to and in accordance with the provisions of the Companies Acts and without prejudice to any relevant special rights attached to any class of shares, the Company may purchase any of its own shares of any class (including without limitation redeemable shares) in any way and at any price (whether at par or above or below par) and may hold such shares as treasury shares.

GENERAL MEETINGS

Types of general
meeting

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

Class meetings

59 All provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply to every separate general meeting of the holders of any class of shares in the capital of the Company, except that

- (a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class (excluding any shares of that class held as treasury shares) or, at any adjourned meeting of such holders, one holder present in person or by proxy, whatever the amount of his holding, who shall be deemed to constitute a meeting,

- (b) any holder of shares of the class present in person or by proxy may demand a poll, and
- (c) each holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him

Convening general meetings 60 The board may call general meetings whenever and at such times and places as it shall determine. On the requisition of members pursuant to the provisions of the Companies Acts, the board shall promptly convene an extraordinary general meeting in accordance with the requirements of the Companies Acts. If there are insufficient directors in the United Kingdom to call a general meeting any director of the Company may call a general meeting, but where no director is willing or able to do so, any two members of the Company may summon a meeting for the purpose of appointing one or more directors.

NOTICE OF GENERAL MEETINGS

Period of notice 61 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice.

Recipients of notice 62 Subject to the provisions of the Companies Acts, to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be sent to all the members, to each of the directors and to the auditors.

Contents of notice general 63 The notice shall specify the time and place of the meeting (including without limitation any satellite meeting place arranged for the purposes of Article 66, which shall be identified as such in the notice) and the general nature of the business to be transacted.

Contents of notice additional requirements 64 In the case of an annual general meeting, the notice shall specify the meeting as such. In the case of a meeting to pass a special or extraordinary resolution, the notice shall specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be.

Article arrangements 65 The notice shall include details of any arrangements made for the purpose of Article 68 (making clear that participation in those arrangements will not amount to attendance at the meeting to which the notice relates).

General meetings at more than one place 66 The board may resolve to enable persons entitled to attend a general meeting to do so by simultaneous attendance and participation at a satellite meeting place anywhere in the world. The members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman of the general meeting is satisfied that adequate facilities are available throughout the general meeting to ensure that members attending at all the meeting places are able to

- (a) participate in the business for which the meeting has been convened,
- (b) hear and see all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place, and
- (c) be heard and seen by all other persons so present in the same way.

The chairman of the general meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place.

Interruption or adjournment where facilities inadequate

67 If it appears to the chairman of the general meeting that the facilities at the principal meeting place or any satellite meeting place have become inadequate for the purposes referred to in Article 66, then the chairman may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at that general meeting up to the time of that adjournment shall be valid. The provisions of Article 79 shall apply to that adjournment.

Other arrangements for viewing and hearing proceedings

68 The board may make arrangements for persons entitled to attend a general meeting or an adjourned general meeting to be able to view and hear the proceedings of the general meeting or adjourned general meeting and to speak at the meeting (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) by attending at a venue anywhere in the world not being a satellite meeting place. Those attending at any such venue shall not be regarded as present at the general meeting or adjourned general meeting and shall not be entitled to vote at the meeting at or from that venue. The inability for any reason of any member present in person or by proxy at such a venue to view or hear all or any of the proceedings of the meeting or to speak at the meeting shall not in any way affect the validity of the proceedings of the meeting.

Controlling level of attendance

69 The board may from time to time make any arrangements for controlling the level of attendance at any venue for which arrangements have been made pursuant to Article 68 (including without limitation the issue of tickets or the imposition of some other means of selection) if in its absolute discretion considers appropriate, and may from time to time change those arrangements. If a member, pursuant to those arrangements, is not entitled to attend in person or by proxy at a particular venue, he shall be entitled to attend in person or by proxy at any other venue for which arrangements have been made pursuant to Article 68. The entitlement of any member to be present at such venue in person or by proxy shall be subject to any such arrangement then in force and stated by the notice of meeting or adjourned meeting to apply to the meeting.

Change in place and/or time of meeting

70 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 board decides that it is impracticable or unreasonable, for a reason beyond its control, to hold the meeting at the declared place (or any of the declared places, in the case of a meeting to which Article 66 applies) and/or time, it may change the place (or any of the places, in the case of a meeting to which Article 66 applies) and/or postpone the time at which the meeting is to be held. If such a decision is made, the board may then change the place (or any of the places, in the case of a meeting to which Article 66 applies) 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 board 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 11(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 (b), at any time not less than 48 hours before any postponed time appointed for holding the meeting.

Meaning of participate 71 For the purposes of Articles 66, 67, 68, 69 and 70, 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 Companies Acts or these Articles to be made available at the meeting

Accidental omission to send notice etc 72 The accidental omission to send a notice of a meeting, or to send any notification where required by the Companies Acts or these Articles in relation to the publication of a notice of meeting on a website, or to send a form of proxy where required by the Companies Acts or these Articles, to any person entitled to receive it, or the non-receipt for any reason of any such notice or notification 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

Security 73 The board and, at any general meeting, the chairman may make any arrangement and impose any requirement or restriction it or he considers appropriate to ensure the security 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 board and, at any general meeting, the chairman are entitled to refuse entry to a person who refuses to comply with these arrangements, requirements or restrictions

PROCEEDINGS AT GENERAL MEETINGS

Quorum 74 No business shall be transacted at any general meeting unless a quorum is present, but the absence of a quorum shall not preclude the choice or appointment of a chairman, which shall not be treated as part of the business of the meeting Save as otherwise provided by these Articles, two persons present in person or by proxy and entitled to vote on the business to be transacted shall be a quorum

If quorum not present 75 If such a quorum is not present within five minutes (or such longer time not exceeding 30 minutes as the chairman of the meeting may decide to wait) 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 such time and place as the chairman of the meeting may determine The adjourned meeting shall be dissolved if a quorum is not present within 15 minutes after the time appointed for holding the meeting

Chairman 76 The chairman, if any, of the board or, in his absence, any deputy chairman of the Company or, in his absence, some other director nominated by the board, shall preside as chairman of the meeting If neither the chairman, deputy chairman nor such other director (if any) is present within five minutes after the time appointed for holding the meeting or is not willing to act as chairman, the directors present shall elect one of their number to be chairman If there is only one director present and willing to act, he shall be chairman If no director is willing to act as chairman, or if no director is present within five 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

Directors entitled to speak 77 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 capital of the Company

Adjournment chairman's powers 78 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 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. In addition (and without prejudice to the chairman's power to adjourn a meeting conferred by Article 67), the chairman may adjourn the meeting to another time and place without such consent if it appears to him that

- (a) it is likely to be impracticable to hold or continue that meeting because of the number of members wishing to attend who are not present, or
- (b) the unruly conduct of persons attending the meeting prevents or is likely to prevent the orderly continuation of the business of the meeting, or
- (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted

**Adjournment
procedures**

79 Any such adjournment may be for such time and to such other place (or, in the case of a meeting held at a principal meeting place and a satellite meeting place, such other places) 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 106 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 11(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 (or places, in the case of a meeting to which Article 66 applies) 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.

**Amendments to
resolutions**

80 If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman, an amendment may be withdrawn by its proposer before it is voted on. No amendment to a resolution duly proposed as a special or extraordinary resolution may be considered or voted on (other than a mere clerical amendment to correct a patent error). 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.

**Methods
voting**

81 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, a vote on 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 Companies Acts, a poll may be demanded by

- (a) the chairman of the meeting, or
- (b) (except on the election of the chairman of the meeting or on a question of adjournment) at least five members present in person or by proxy having the right to vote at the meeting, or

- (c) any 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 (excluding any voting rights attached to any shares held as treasury shares), or
- (d) any 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 (excluding any shares held as treasury shares)

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

Declaration of result 82 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 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

Chairman's casting vote 83 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

Withdrawal of demand for poll 84 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman. 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 member entitled may demand a poll

Conduct of poll 85 Subject to Article 86, a poll shall be taken as the chairman directs and he may, and shall if required by the meeting, appoint scrutineers (who need not be members) 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

When poll to be taken 86 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either at the meeting or at such time and place as the chairman directs not being more than 30 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

Notice of poll 87 No notice need be sent of a poll not taken at the meeting at which it is demanded if the time and place at which it is to be taken are announced at the meeting. In any other case notice shall be sent at least seven clear days before the taking of the poll specifying the time and place at which the poll is to be taken

Effectiveness of special and extraordinary resolutions 88 Where for any purpose an ordinary resolution of the Company is required, a special or extraordinary resolution shall also be effective. Where for any purpose an extraordinary resolution is required, a special resolution shall also be effective

89 A resolution in writing executed by or on behalf of each member who would have been entitled to vote on it if it had been proposed at a general meeting at which he was present shall be as effective as if it had been passed at a general meeting properly 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 in such manner as the board may approve by or on behalf of one or more of such members, or a combination of both

VOTES OF MEMBERS

- Right to vote** 90 Subject to any rights or restrictions attached to any shares, on a show of hands every member who is present in person shall have one vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder
- Votes of joint holders** 91 In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders For this purpose seniority shall be determined by the order in which the names of the holders stand in the register
- Member under incapacity** 92 A member in respect of whom an order has been made by a court or official having jurisdiction (whether in the United Kingdom or elsewhere) 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 for that purpose appointed by that court or official That receiver, curator bonis or other person may, on a poll, vote by proxy The right to vote shall be exercisable only if evidence satisfactory to the board of the authority of the person claiming to exercise the right to vote has been delivered to the office, or another place specified in accordance with these Articles for the delivery of proxy appointments, 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
- Calls in arrears** 93 No member shall be entitled to vote at a general meeting or at a 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 all moneys presently payable by him in respect of that share have been paid
- Section 212 of the Act restrictions if in default** 94 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 thereby 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 such 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 either personally or by proxy at a general meeting or at a separate meeting of the holders of that class of shares or on a poll, and
 - (b) where the default shares represent at least $\frac{1}{4}$ of one per cent in nominal value of the issued shares of their class (excluding any shares of that class held as treasury shares), the direction notice may additionally direct that in respect of the default shares
 - (i) no payment shall be made by way of dividend and no share shall be allotted pursuant to Article 181,
 - (ii) no transfer of any default share shall be registered unless

- (A) the member is not himself in default as regards 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 as regards supplying such information is interested in any of the shares the subject of the transfer, or
- (B) the transfer is an approved transfer, or
- (C) registration of the transfer is required by the Regulations

Copy of notice to interested persons 95 The Company shall send the direction notice to each other person appearing to be interested in the default shares, but the failure or omission by the Company to do so shall not invalidate such notice

When restrictions cease to have effect 96 Any direction notice shall cease to have effect not more than seven days after the earlier of receipt by the Company of

- (a) a notice of an approved transfer, but only in relation to the shares transferred, or
- (b) all the information required by the relevant section 212 notice, in a form satisfactory to the board

Board may cancel restrictions 97 The board may at any time send a notice cancelling a direction notice

Conversion of uncertificated shares 98 The Company may exercise any of its powers under Article 10 in respect of any default share that is held in uncertificated form

Supplementary provisions 99 For the purposes of this Article and Articles 94, 95, 96, 97 and 98

- (a) a person shall be treated as appearing to be interested in any shares if the member holding such shares has sent to the Company a notification under section 212 of the Act which either (i) names such person as being so interested or (ii) 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, and
- (c) a transfer of shares is an approved transfer if
 - (i) it is a transfer of shares pursuant to an acceptance of a takeover offer (within the meaning of section 428(1) of the Act), or
 - (ii) 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 person appearing to be interested in the shares, or
 - (iii) 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

Section 216 of the Act	100	Nothing contained in Article 94, 95, 96, 97, 98 or 99 limits the power of the Company under section 216 of the Act
Errors in voting	101	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
Objection to voting	102	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. Every vote not disallowed at such 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
Voting additional provisions	103	On a poll, votes may be given either personally or by proxy. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way

PROXIES AND CORPORATE REPRESENTATIVES

Appointment of proxy execution	104	The appointment of a proxy, whether by means of an instrument or contained in an electronic communication, shall be executed in such manner as may be approved by or on behalf of the Company from time to time. Subject thereto, the appointment of a proxy shall be executed by the appointor or any person duly authorised by the appointor or, if the appointor is a corporation, executed by a duly authorised person or under its common seal or in any other manner authorised by its constitution. For the purpose of this Article and Articles 105, 106, 107 and 108, an electronic communication which contains a proxy appointment need not comprise writing if the board so determines and in such a case, if the board so determines, the appointment need not be executed but shall instead be subject to such conditions as the board may approve
Method of proxy appointment	105	<p>The appointment of a proxy shall be in any usual form or in any other form which the board may approve. Subject thereto, the appointment of a proxy may be</p> <p>(a) by means of an instrument, or</p> <p>(b) contained in an electronic communication, if the board so determines</p> <p>The board may, if it thinks fit, but subject to the provisions of the Companies 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 board. 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</p>
Delivery/receipt of proxy appointment	106	<p>Without prejudice to Article (b) or to the second sentence of Article 79, the appointment of a proxy shall</p> <p>(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</p> <p style="padding-left: 40px;">(i) in the notice convening the meeting, or</p> <p style="padding-left: 40px;">(ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting,</p>

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 70) 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 70) 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

Execution under
authority

107 Where the appointment of a proxy is expressed to have been or purports to have been executed by a person on behalf of the holder of a share

- (a) the Company may treat the appointment as sufficient evidence of the authority of that person to execute the appointment on behalf of that holder,

- (b) that holder shall, if requested by or on behalf of the Company at any time, send or procure the sending of any written authority under which the appointment has been executed, or a copy of such authority certified notarially or in some other way approved by the board, to such address and by such time as may be specified in the request and, if the request is not complied with in any respect, the appointment may be treated as invalid, and

- (c) whether or not a request under Article 108(b) has been made or complied with, the Company may determine that it has insufficient evidence of the authority of that person to execute the appointment on behalf of that holder and may treat the appointment as invalid

Validity
proxy
appointment

of 108 A proxy appointment which is not delivered or received in accordance with Article 106 shall be invalid. 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 last delivered or received shall be treated as replacing and revoking the others as regards that share. The board may determine at its discretion when a proxy appointment shall be treated as delivered or received for the purposes of these Articles

Rights of proxy 109 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, unless it provides to the contrary, be deemed to confer authority on the proxy to vote or abstain from voting as the proxy thinks fit on any amendment of a resolution and on any procedural motion or resolution put to the meeting to which it relates and on any other business not referred to in the notice of meeting which may properly come before the meeting to which it relates. 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.

Corporate representatives 110 Any corporation which is a member of the Company (in this Article the *grantor*) may, by resolution of its directors or other governing body, 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. 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 of 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.

Revocation of authority 111 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 (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 (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

Limits on number of directors 112 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be not less than 2 but shall not be subject to any maximum in number.

APPOINTMENT AND RETIREMENT OF DIRECTORS

Number of directors to retire 113 At the first annual general meeting after the date of adoption of these articles all the directors shall retire from office, and at every subsequent annual general meeting, one-third of the directors or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office, but if any director has at the start of the annual general meeting been in office for three years or more since his last appointment or re-appointment, he shall retire at that annual general meeting.

Which directors to retire 114 Subject to the provisions of the Companies Acts and these Articles, the directors to retire by rotation shall be, first, those who wish to retire and not be re-appointed to office and, second, those who have been longest in office since their last appointment or

re-appointment As between persons who became or were last re-appointed 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

When director deemed to be re-appointed 115 If the Company does not fill the vacancy at the meeting at which a director retires by rotation or otherwise, the retiring director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the director is put to the meeting and lost

Eligibility for election 116 No person other than a director retiring by rotation shall be appointed a director at any general meeting unless

- (a) he is recommended by the board, or
- (b) not less than seven nor more than 42 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 received by the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors, together with notice executed by that person of his willingness to be appointed

Separate resolutions on appointment 117 Except as otherwise authorised by the Companies Acts, the appointment of any person proposed as a director shall be effected by a separate resolution

Additional powers of the Company 118 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

Appointment by board 119 The board 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 the number, if any, fixed by or in accordance with these Articles as the maximum number of directors Irrespective of the terms 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 re-appointed at such annual general meeting, he shall vacate office at its conclusion

Position of retiring directors 120 A director who retires at an annual general meeting may, if willing to act, be re-appointed If he is not re-appointed, 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

Age limit 121 No person shall be disqualified from being appointed or re-appointed a director, and no director shall be required to vacate that office, by reason only of the fact that he has attained the age of 70 years or any other age nor shall it be necessary by reason of his age to give special notice under the Companies Acts of any resolution Where the board convenes any general meeting of the Company at which (to the knowledge of the board) a director will be proposed for appointment or re-appointment who at the date for which the meeting is convened will have attained the age of 70 or more, the board shall give notice of his age in years in the notice convening the meeting or in any document sent with the

notice, but the accidental omission to do so shall not invalidate any proceedings, or any appointment or re-appointment of that director, at that meeting

No share qualification 122 A director shall not be required to hold any shares in the capital of the Company by way of qualification

ALTERNATE DIRECTORS

Power to appoint alternates 123 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the board and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him

Alternates entitled to receive notice 124 An alternate director shall be entitled to receive notice of all meetings of the board and of all meetings of committees of the board of which his appointor is a member, to attend and vote at any such meeting at which his appointor is not personally present, and generally to perform all the functions of his appointor (except as regards power to appoint an alternate) as a director in his absence. It shall not be necessary to send notice of such a meeting to an alternate director who is absent from the United Kingdom

Alternates representing more than one director 125 A director or any other person may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the board or any committee of the board to one vote for every director whom he represents (and who is not present) in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present

Expenses and remuneration of alternates 126 An alternate director may be repaid by the Company such expenses as might properly have been repaid to him if he had been a director but shall not be entitled to receive any remuneration from the Company in respect of his services as an alternate director except such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct. An alternate director shall be entitled to be indemnified by the Company to the same extent as if he were a director

Termination of appointment 127 An alternate director shall cease to be an alternate director

- (a) if his appointor ceases to be a director, but, if a director retires by rotation or otherwise but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his re-appointment, or
- (b) on the happening of any event which, if he were a director, would cause him to vacate his office as director, or
- (c) if he resigns his office by notice to the Company

Method of appointment and revocation 128 Any appointment or removal of an alternate director shall be by notice to the Company executed by the director making or revoking the appointment and shall take effect in accordance with the terms of the notice (subject to any approval required by Article 123) on receipt of such notice by the Company which shall, in the case of a notice contained in an instrument, be at the office or, in the case of a notice contained in an electronic communication, be at such address (if any) for the time being notified by or on behalf of the Company for that purpose

Alternate not an agent of appointor 129 Except as otherwise expressly provided in these Articles, an alternate director shall be deemed for all purposes to be a director. Accordingly, except where the context otherwise requires, a reference to a director shall be deemed to include a reference to an alternate director. An alternate director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

POWERS OF THE BOARD

Business to be managed by board 130 Subject to the provisions of the Companies Acts, the Memorandum and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the board which may pay all expenses incurred in forming and registering the Company and may exercise all the powers of the Company, including without limitation the power to dispose of all or any part of the undertaking of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the board 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 board by these Articles. A meeting of the board at which a quorum is present may exercise all powers exercisable by the board.

Exercise by Company of voting rights 131 The board may exercise the voting power conferred by the shares in any body corporate held or owned by the Company in such manner in all respects as it thinks fit (including without limitation the exercise of that power in favour of any resolution appointing its members or any of them directors of such body corporate, or voting or providing for the payment of remuneration to the directors of such body corporate).

DELEGATION OF POWERS OF THE BOARD

Committees of the board 132 The board may delegate any of its powers to any committee consisting of one or more directors. The board may also delegate to any director holding any executive office such of its powers as the board considers desirable to be exercised by him. Any such delegation shall, in the absence of express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate to one or more directors (whether or not acting as a committee) or to any employee or agent of the Company all or any of the powers delegated and may be made subject to such conditions as the board may specify, and may be revoked or altered. The board may co-opt on to any such committee persons other than directors, who may enjoy voting rights in the committee. The co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are directors. Subject to any conditions imposed by the board, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying.

Local boards etc 133 The board may establish local or divisional boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of the local or divisional boards, or any managers or agents, and may fix their remuneration. The board may delegate to any local or divisional board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the board, with power to sub-delegate, and may authorise the members of any local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies. Any appointment or delegation made pursuant to this Article may be made on such terms and subject to such conditions as the board may decide. The board may remove any person so appointed and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

Agents 134 The board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes, with such powers, authorities and discretions (not exceeding those vested in the board) and on such conditions as the board determines, including without limitation authority for the agent to delegate all or any of his powers, authorities and discretions, and may revoke or vary such delegation

Offices including "director" 135 The board may appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may terminate any such appointment or the use of any such designation or title The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the Company, and the holder shall not thereby be empowered in any respect to act as, or be deemed to be, a director of the Company for any of the purposes of these Articles

BORROWING POWERS

Power to borrow 136 The board may exercise all the powers of the Company to borrow money, to guarantee, to indemnify, 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

Borrowing limit 137 The board 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 subsidiaries (if any) so as to secure (but as regards subsidiaries, only so far as by the exercise of such rights or powers of control the board can secure) that, save with the previous sanction of an ordinary resolution and subject as provided below, no money shall be borrowed if the principal amount outstanding of all Moneys Borrowed by the Company and its subsidiaries (if any) (the *Group* and *member of the Group* shall be construed accordingly), excluding amounts borrowed from the Company or any of its wholly owned subsidiaries, then exceeds, or would as a result of such borrowing exceed, an amount equal to 2.5 times the Adjusted Capital and Reserves

Persons dealing with the Company 138 No person dealing with the Company shall be concerned to see or enquire whether the restriction imposed by Article 137 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

Determining whether limit breached 139 A certificate or report by the Auditors as to the amount of Moneys Borrowed or the amount of the Adjusted Capital and Reserves or to the effect that the limit imposed by Article 137 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 Article 137 Nevertheless for the purposes of Article 137 the board may at any time act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves and if, in consequence, the restriction in Article 137 would otherwise have been breached, an amount equal to the excess of Moneys Borrowed shall be disregarded until the expiration of six months after the date on which by reason of a determination of the Auditors or otherwise the board become aware that such a situation has or may have arisen

Definitions 140 For the purposes of this Article and Articles 137, 138 and 139

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, any share premium account, capital redemption reserve or revaluation reserve) after adding thereto or deducting therefrom any balance standing to the credit or debit of the profit and loss account of the Group,

all as shown in the then latest audited balance sheet, 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
 - (A) 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
 - (B) 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, made or paid by the Company or its subsidiaries (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 (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 subsidiaries 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 body corporate is to become or cease to be a subsidiary, as would be appropriate if such transaction had been carried into effect,
- (v) excluding minority interests in subsidiaries,
- (vi) deducting sums equivalent to the book values of any goodwill or other intangible assets shown in such the latest audited balance sheet,

audited balance sheet means the audited balance sheet of the Company prepared for the purposes of the Companies Acts or, if an audited consolidated balance sheet dealing with the state of affairs of the Company and all its subsidiaries to be dealt with in group accounts has been prepared for those purposes for the same financial year, that audited consolidated balance sheet, in which event all references to reserves and profit and loss

shall be deemed to be references to consolidated reserves and consolidated profit and loss and any amounts attributable to outside interests shall be excluded,

Moneys Borrowed means the outstanding moneys borrowed of the Group determined as follows

- (a) in addition to borrowings, there shall be deemed, subject as provided below, to have been borrowed and to be outstanding as moneys borrowed of the Group (but only to the extent that the same would not otherwise fall to be taken into account)
 - (i) the principal amount of all debentures of any member of the Group, whether issued or incurred in whole or in part for cash or otherwise, which are not for the time being beneficially owned within the Group,
 - (ii) the nominal amount of any issued and paid up share capital (other than equity share capital which as regards capital has rights no more favourable than those attached to its ordinary share capital) of any subsidiary of the Company not for the time being beneficially owned by any member of the Group,
 - (iii) the nominal amount of any other issued and paid up share capital and the principal amount of any other debentures or other moneys borrowed (not being shares or debentures which are, or moneys borrowed the indebtedness in respect of which is for the time being beneficially owned within the Group) the redemption or repayment of which is
 - (A) guaranteed by any member of the Group, or
 - (B) wholly or (to the extent of the part secured) partly secured on assets or the undertaking of any member of the Group,
 - (iv) any fixed or minimum premium payable on final redemption or repayment of any debentures, share capital or other moneys borrowed falling to be taken into account,
 - (v) 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,
 - (vi) any fixed amount in respect of any Finance Lease payable by any member of the Group 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 audited balance sheet,
- (b) 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 moneys borrowed 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,
- (c) any amounts borrowed by any member of the Group 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 moneys borrowed,

- (d) moneys borrowed by a partly owned subsidiary of the Company and not owing to the Company or any of its wholly owned subsidiaries shall be taken into account subject to the exclusion of a proportion thereof equal to the Minority Proportion of the borrower, moneys borrowed by the Company or any of its wholly owned subsidiaries from and owing to a partly owned subsidiary of the Company shall be taken into account to the extent of a proportion thereof equal to the Minority Proportion of the lender, where moneys have been borrowed by one partly owned subsidiary of the Company and are owing to another partly owned subsidiary of the Company, the amount to be taken into account shall be reduced in accordance with the foregoing provisions of this sub-paragraph to take account of the Minority Proportion of the borrower and that of the lender,
- (e) an amount equal to the moneys borrowed by a body corporate which were outstanding at the time it becomes a subsidiary of the Company shall, for a period of six months after that date be deemed not to be moneys borrowed,
- (f) if any fixed amount payable by the Company or any of its subsidiaries in respect of any Finance Lease increases as a result of any change in legislation relating to or affecting taxation matters, for a period of six months after the date on which the directors become aware of the increase an amount equal to the increase shall be deemed not to be moneys borrowed,
- (g) there shall be credited against the amount of any moneys borrowed any amounts beneficially owned by any member of the Group which are deposited with any bank or other person (whether on current account or otherwise) not being a member of the Group and which are repayable to any member of the Group on demand or within three months of any demand, subject, in the case of money deposited by a partly owned subsidiary, to the exclusion of a proportion thereof equal to the Minority Proportion,
- (h) moneys borrowed shall not include any moneys borrowed which are for the time being deposited with any governmental authority or body in any part of the world in connection with import deposits or any similar governmental scheme to the extent that the member of the Group making such deposit retains its interest therein,
- (i) where at any material time the amount of money which, under the terms of any borrowing, would be required, if it fell to be repaid (whether at the option of the borrower or by reason of default) at such material time, to discharge in full the principal amount of moneys borrowed thereunder, is less than the amount which would otherwise be taken into account in respect of such moneys borrowed for the purpose of this Article, the amount of such moneys borrowed to be taken into account shall be such lesser amount,
- (j) when the aggregate amount of moneys borrowed at any material time is being ascertained, any 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
 - (i) with the exception of Excepted Foreign Currency Borrowings, at the lower of
 - (A) the rate of exchange used for the purposes of translating assets and liabilities in the latest audited balance sheet, and

- (B) the middle market rate at approximately 11 a.m. in London on the business day preceding the relevant day, as supplied by such person or calculated on such basis as the auditors may determine or approve,
- (ii) 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 in connection with such moneys borrowed, unless the Auditors determine that it is not practicable to determine the rate of exchange applicable at the time of repayment of any such moneys borrowed, when they shall be translated into sterling on such other basis as the auditors may determine reasonably reflects the effect of the Exchange Cover Scheme or, if no such basis is determined, in accordance with the provisions of paragraph (j)(1) above,
- (k) for the avoidance of doubt, the following shall be deemed not to be moneys borrowed of the Group
 - (i) sums advanced or paid to any member of the Group (or its 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,
 - (ii) sums which otherwise would fall to be treated as moneys borrowed of any member of the Group which
 - (A) were outstanding at the date of the latest audited balance sheet and were treated therein, 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, as otherwise than borrowings,
 - (B) were incurred after the date of the latest audited balance sheet and, in the reasonable opinion of the board, would have been so treated had they been outstanding at that date,

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,

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,

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, and

Minority Proportion shall mean the proportion of the issued equity share capital of the partly owned subsidiary which is not attributable, directly or indirectly, to the Company or any of its wholly owned subsidiaries

DISQUALIFICATION AND REMOVAL OF DIRECTORS

Disqualification as a director	141	<p>The office of a director shall be vacated if</p> <ul style="list-style-type: none"> (a) he ceases to be a director by virtue of any provisions of the Companies Acts 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 <ul style="list-style-type: none"> (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 (ii) 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 119, or (e) he has been absent for more than six consecutive months without permission of the board from meetings of the board held during that period and his alternate director (if any) has not attended in his place during that period and the board resolves that his office be vacated, or (f) he is requested to resign in writing by not less than three quarters of the other directors. In calculating the number of directors who are required to make such a request to the director, (i) an alternate director appointed by him acting in his capacity as such shall be excluded, and (ii) a director and any alternate director appointed by him and acting in his capacity as such shall constitute a single director for this purpose, so that execution by either shall be sufficient
Power Company to remove director	142	<p>The Company may, without prejudice to the provisions of the Companies Acts, by ordinary resolution 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). No special notice need be given of any resolution to remove a director in accordance with this Article and no director proposed to be removed in accordance with this Article has any special right to protest against his removal. The Company may, by ordinary resolution, appoint another person in place of a director removed from office in accordance with this Article. Any person so appointed shall, for the purpose of determining the time at which he or any other director is to retire by rotation, be treated 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 on the removal of a director from office may be filled as a casual vacancy.</p>

NON-EXECUTIVE DIRECTORS

- Arrangements with non-executive directors** 143 Subject to the provisions of the Companies Acts, the board may enter into, vary and terminate an agreement or arrangement with any director who does not hold executive office for the provision of his services to the Company Subject to Article 145 and 146, any such agreement or arrangement may be made on such terms as the board determines
- Ordinary remuneration** 144 The ordinary remuneration of the directors who do not hold executive office for their services (excluding amounts payable under any other provision of these Articles) shall not exceed in aggregate £100,000 per annum or such higher amount as the Company may from time to time by ordinary resolution determine Subject thereto, each such director shall be paid a fee for their services (which shall be deemed to accrue from day to day) at such rate as may from time to time be determined by the board
- Additional remuneration for special services** 145 Any director who does not hold executive office and who performs special services which in the opinion of the board are outside the scope of the ordinary duties of a director, may (without prejudice to the provisions of Article 144) be paid such extra remuneration by way of additional fee, salary, commission or otherwise as the board may determine

DIRECTORS' EXPENSES

- Directors may be paid expenses** 146 The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the board or committees of the board, 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

EXECUTIVE DIRECTORS

- Appointment to executive office** 147 Subject to the provisions of the Companies Acts, the board may appoint one or more of its body to be the holder of any executive office (except that of auditor) in the Company and may enter into an agreement or arrangement with any such 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 on such terms, including without limitation terms as to remuneration, as the board determines The board may revoke or vary any such appointment but without prejudice to any rights or claims which the person whose appointment is revoked or varied may have against the Company because of the revocation or variation
- Termination of appointment to executive office** 148 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 which he may have against the Company by reason of such cessation A director appointed to an executive office shall not cease to be a director merely because his appointment to such executive office terminates
- Emoluments to be determined by the board** 149 The emoluments of any director holding executive office for his services as such shall be determined by the board, and may be of any description, including without limitation admission to, or continuance of, membership of any scheme (including any share acquisition scheme) or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependants, or the payment of a pension or other benefits to him or his dependants on or after retirement or death, apart from membership of any such scheme or fund

DIRECTORS' INTERESTS

Directors may contract with the Company 150 Subject to the provisions of the Companies Acts, and provided that he has disclosed to the board the nature and extent of any material interest of his, a director notwithstanding his office

- (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

Notification of interests 151 For the purposes of Article 150

- (a) a general notice given to the board 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

GRATUITIES, PENSIONS AND INSURANCE

Gratuities and pensions 152 The board may (by establishment of, or maintenance of, schemes or otherwise) provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any past or present director or employee of the Company or any of its subsidiary undertakings or any body corporate associated with, or any business acquired by, any of them, 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 or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit

Insurance 153 Without prejudice to the provisions of Article 218, the board may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was

- (a) a director, officer, employee or auditor of the Company, or any body which is or was the holding company or subsidiary undertaking of the Company, or in which the Company or such holding company or subsidiary undertaking has or had any interest (whether direct or indirect) or with which the Company or such holding company or subsidiary undertaking is or was in any way allied or associated, or

- (b) a trustee of any pension fund in which employees of the Company or any other body referred to in Article 153(a) is or has been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund

**Directors not
liable to account** 154 No director or former director shall be accountable to the Company or the members for any benefit provided pursuant to these Articles. The receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company

**Section 719 of
the Act** 155 Pursuant to section 719 of the Act, the board is hereby authorised to make such provision as may seem appropriate for the benefit of any persons employed or formerly employed by the Company or any of its subsidiary undertakings in connection with the cessation or the transfer of the whole or part of the undertaking of the Company or any subsidiary undertaking. Any such provision shall be made by a resolution of the board in accordance with section 719

PROCEEDINGS OF THE BOARD

**Convening
meetings** 156 Subject to the provisions of these Articles, the board may regulate its proceedings as it thinks fit. A director may, and the secretary at the request of a director shall, call a meeting of the board. Notice of a board meeting shall be deemed to be properly sent to a director if it is given to him personally or by word of mouth or sent by instrument to him, at his last known address or such other address (if any) as may for the time being be notified by him or on his behalf to the Company for that purpose, or sent using electronic communications to such address (if any) for the time being notified by him or on his behalf to the Company for that 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 by instrument to him at such address (if any) for the time being notified by him or on his behalf to the Company for that purpose, or sent using electronic communications to such address (if any) for the time being notified by him or on his behalf to the Company for that purpose, but such notices need not be sent any earlier than notices sent to directors not so absent and, if no such request is made to the board, it shall not be necessary to send notice of a board meeting to any director who is for the time being 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 board so determines

Quorum 157 The quorum for the transaction of the business of the board may be fixed by the board and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. 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

**Powers of
directors if
number falls
below minimum** 158 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

Chairman and deputy chairman	159	The board 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 such office. Unless he is unwilling to do so, the director appointed as chairman, or in his stead the director appointed as deputy chairman, shall preside at every meeting of the board at which he is present. If there is no director holding either of those offices, or if neither the chairman nor the deputy chairman is willing to preside or neither of them 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.
Validity of acts of the board	160	All acts done by a meeting of the board, or of a committee of the board, or by a person acting as a director or alternate director, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or any member of the committee or alternate director 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 or, as the case may be, an alternate director and had been entitled to vote.
Resolutions in writing	161	<p>A resolution in writing executed by all the directors entitled to vote at meeting of the board or of a committee of the board (not being less than the number of directors required to form a quorum of the board) shall be as valid and effectual as if it had been passed at a meeting of the board or (as the case may be) a committee of the board duly convened and held. For this purpose</p> <ul style="list-style-type: none"> (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, (c) a resolution executed by an alternate director need not also be executed by his appointor, and (d) a resolution executed by a director who has appointed an alternate director need not also be executed by the alternate director in that capacity.
Meetings by telephone etc	162	Without prejudice to the first sentence of Article 156, a person entitled to be present at a meeting of the board or of a committee of the board shall be deemed to be present for all purposes if he is able (directly or by telephonic communication) to speak to and be heard by all those present or deemed to be present simultaneously. A director so deemed to be present 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 is. The word meeting in these Articles shall be construed accordingly.
Directors' power to vote on contracts in which they are interested	163	Except as otherwise provided by these Articles, a director shall not vote at a meeting of the board or a committee of the board on any resolution of the board concerning a matter in which he has an interest (other than by virtue of his interests in shares or debentures or other securities of, or otherwise in or through, the Company) which (together with any interest of any person connected with him) is to his knowledge material unless his interest arises only because the resolution concerns one or more of the following matters:

- (a) the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of, the Company or any of its subsidiary undertakings,
- (b) the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which the director has assumed responsibility (in whole or part and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security,
- (c) a contract, arrangement, transaction or proposal concerning an offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings for subscription or purchase, in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate,
- (d) a contract, arrangement, transaction or proposal concerning any other body corporate in which he or any person connected with him is interested, directly or indirectly, and whether as an officer, shareholder, creditor or otherwise, if he and any persons connected with him do not to his knowledge hold an interest (as that term is used in sections 198 to 211 of the Act) representing one per cent or more of either any class of the equity share capital (excluding any shares of that class held as treasury shares) of such body corporate (or any other 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 purpose of this Article to be a material interest in all circumstances),
- (e) a contract, arrangement, transaction or proposal for the benefit of employees of the Company or of any of its subsidiary undertakings which does not award him any privilege or benefit not generally accorded to the employees to whom the arrangement relates, and
- (f) a contract, arrangement, transaction or proposal concerning any insurance which the Company is empowered to purchase or maintain for, or for the benefit of, any directors of the Company or for persons who include directors of the Company

Interests connected person and alternate director of 164 For the purposes of Article 163, an interest of a person who is, for any purpose of the Companies Acts (excluding any statutory modification of the Companies Acts not in force when this Article is adopted), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

165 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

Division of proposals of 166 Where proposals are under consideration concerning the appointment (including without limitation 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. In such cases each of the directors concerned shall be entitled to vote in respect of each resolution except that concerning his own appointment

Decision of chairman final and conclusive of 167 If a question arises at a meeting of the board or of a committee of the board as to the entitlement 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

Appointment and removal of secretary 168 Subject to the provisions of the Companies Acts, the secretary shall be appointed by the board for such term, at such remuneration and on such conditions as it may think fit. Any secretary so appointed may be removed by the board, but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

MINUTES

Minutes required to be kept 169 The board shall cause minutes to be made in books kept for the purpose of

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

Conclusiveness of minutes 170 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

Authority required for execution of deed 171 The seal shall only be used by the authority of a resolution of the board. The board may determine who shall sign any instrument executed under the seal. If they do not, it shall be signed by at least one director and the secretary or by at least two directors. Any instrument may be executed under the seal by impressing the seal by mechanical means or by printing the seal or a facsimile of it on the instrument or by applying the seal or a facsimile of it by any other means to the instrument. A instrument executed, with the authority of a resolution of the board, by a director and the secretary or by two directors and expressed (in whatever form of words) to be executed by the Company has the same effect as if executed under the seal. For the purpose of the preceding sentence only, "secretary" shall have the same meaning as in the Act and not the meaning given to it by Article 2.

Certificates for shares and debentures 172 The board may by resolution determine either generally or in any particular case that any certificate for shares or debentures or representing any other form of security may have any signature affixed to it by some mechanical or electronic means, or printed on it or, in the case of a certificate executed under the seal, need not bear any signature.

Official seal for use abroad 173 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad.

REGISTERS

Overseas and local registers 174 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 board may make, amend and revoke any regulations it thinks fit about the keeping of that register.

Authentication
and certification
of copies and
extracts

175 Any director or the secretary or any other person appointed by the board 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 board or any committee of the board, 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 board or a committee of the board, 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

Declaration
of dividends

176 Subject to the provisions of the Companies 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 board

Interim
dividends

177 Subject to the provisions of the Companies Acts, the board may pay interim dividends if it appears to the board that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the board may

- (a) pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividends as well as on shares which confer preferential rights with regard to dividends, 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, and
- (b) pay at intervals settled by it any dividend payable at a fixed rate if it appears to the board that the profits available for distribution justify the payment
- (c) If the board acts in good faith it shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights

Declaration and
payment in
different
currencies

178 Dividends may be declared and paid in any currency or currencies that the board shall determine. The board may also determine the exchange rate and the relevant date for determining the value of the dividend in any currency

Apportionment
of dividends

179 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, but no amount paid on a share in advance of the date on which a call is payable shall be treated for the purpose of this Article as paid on the share. 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

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|--|----|---|
| Dividends
specie | in | 180 A general meeting declaring a dividend may, on the recommendation of the board, 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. The board may make any arrangements it thinks fit to settle any difficulty arising in connection with the distribution, including without limitation (a) the fixing of the value for distribution of any assets, (b) the payment of cash to any member on the basis of that value in order to adjust the rights of members, and (c) the vesting of any asset in a trustee |
| Scrip dividends
authorising
resolution | | 181 The board may, if authorised by an ordinary resolution of the Company (the Resolution), offer any holder of shares the right to elect to receive shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the board) of all or any dividend specified by the Resolution. The offer shall be on the terms and conditions and be made in the manner specified in Article 182 or, subject to those provisions, specified in the Resolution |
| Scrip dividends
procedures | | 182 The following provisions shall apply to the Resolution and any offer made pursuant to it and Article 181 <ul style="list-style-type: none">(a) The Resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period(b) Each holder of shares shall be entitled to that number of new shares as are together as nearly as possible equal in value to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder elects to forgo (each a <i>new share</i>). For this purpose, the value of each new share shall be<ul style="list-style-type: none">(i) equal to the average quotation for the Company's ordinary shares, that is, the average of the middle market quotations for those shares on the London Stock Exchange plc, as derived from the Daily Official List, on the day on which such shares are first quoted <i>ex</i> the relevant dividend and the four subsequent dealing days, or(ii) calculated in any other manner specified by the Resolution,but shall never be less than the par value of the new share <p>A certificate or report by the auditors as to the value of a new share in respect of any dividend shall be conclusive evidence of that value</p> <ul style="list-style-type: none">(c) On or as soon as practicable after announcing that any dividend is to be declared or recommended, the board, if it intends to offer an election in respect of that dividend, shall also announce that intention. If, after determining the basis of allotment, the board decides to proceed with the offer, it shall notify the holders of shares of the terms and conditions of the right of election offered to them, specifying the procedure to be followed and place at which, and the latest time by which, elections or notices amending or terminating existing elections must be delivered in order to be effective(d) The board 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 board may exclude from any offer any holders of shares where the board believes the making of the offer to them would or might involve the contravention of the laws of any territory or that for any other reason the offer should not be made to them
- (f) The dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable in cash on shares in respect of which an election has been made (the *elected shares*) and instead such number of new shares shall be allotted to each holder of elected shares as is arrived at on the basis stated in Article 182(b) For that purpose the board shall appropriate out of any amount for the time being standing to the credit of any reserve or fund (including without limitation the profit and loss account), whether or not it is available for distribution, a sum equal to the aggregate nominal amount of the new shares to be allotted and apply it in paying up in full the appropriate number of new shares for allotment and distribution to each holder of elected shares as is arrived at on the basis stated in Article 182(b)
- (g) The new shares when allotted shall rank equally in all respects with the fully paid shares of the same class then in issue except that they shall not be entitled to participate in the relevant dividend
- (h) No fraction of a share shall be allotted The board may make such provision as it thinks fit for any fractional entitlements including without limitation payment in cash to holders in respect of their fractional entitlements, provision for the accrual, retention or accumulation of all or part of the benefit of fractional entitlements to or by the Company or to or by or on behalf of any holder or the application of any accrual, retention or accumulation to the allotment of fully paid shares to any holder
- (i) The board may do all acts and things it considers necessary or expedient to give effect to the allotment and issue of any share pursuant to this Article or otherwise in connection with any offer made pursuant to this Article and may authorise any person, acting on behalf of the holders concerned, to enter into an agreement with the Company providing for such allotment or issue and incidental matters Any agreement made under such authority shall be effective and binding on all concerned
- (j) The board may, at its discretion, amend, suspend or terminate any offer pursuant to this Article

Permitted
deductions and
retentions

183 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

Procedure for
payment to
holders and
others entitled

184 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 board 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)

Joint entitlement

185 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 184, rely in relation to the share on the written direction, designation or agreement of, or notice to the Company by, any one of them

Payment by post

186 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 204, 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

Discharge to Company and risk

187 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 include the sending by the Company or by any person on its behalf of an instruction to the Operator of the relevant system to credit the cash memorandum account of the holder or joint holders or, if permitted by the Company, of such person as the holder or joint holders may in writing direct) shall be a good discharge to the Company. Every cheque or warrant sent or transfer of funds made by the relevant bank or system 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 method used by the Company in accordance with Article 184.

Interest payable

not 188 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

Forfeiture of unclaimed dividends

of 189 Any dividend which has remained unclaimed for 12 years from the date when it became due for payment shall, if the board so resolves, be forfeited and cease to remain owing by the Company. The payment 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 in respect of it. The Company shall be entitled to cease sending dividend warrants and cheques by post or otherwise to a member if those 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 the member's new address. The entitlement conferred on the Company by

this Article in respect of any member shall cease if the member claims a dividend or cashes a dividend warrant or cheque

CAPITALISATION OF PROFITS AND RESERVES

Power
capitalise

- to 190 The board may with the authority of an ordinary resolution of the Company
- (a) subject to the provisions of this Article, 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 and capital redemption reserve, if any,
 - (b) appropriate the sum resolved to be capitalised to the members or any class of 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,
 - (c) apply that 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, debentures or other obligations of the Company of a nominal amount equal to that sum 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,
 - (d) allot the shares, 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,
 - (e) where shares or debentures become, or would otherwise become, distributable under this Article in fractions, make such provision as they think fit for any fractional entitlements including without limitation authorising their sale and transfer to any person, resolving that the distribution be made as nearly as practicable in the correct proportion but not exactly so, ignoring fractions altogether or resolving that cash payments be made to any members in order to adjust the rights of all parties,
 - (f) authorise any person to enter into an agreement with the Company on behalf of all the members concerned providing for either
 - (i) the allotment to the members respectively, credited as fully paid, of any shares, debentures or other obligations to which they are entitled on the 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,
- (g) generally do all acts and things required to give effect to the ordinary resolution, and

- (h) for the purposes of this Article, unless the relevant resolution provides otherwise, if the Company holds treasury shares of the relevant class at the record date specified in the relevant resolution, it shall be treated as if it were entitled to receive the dividends in respect of those treasury shares which would have been payable if those treasury shares had been held by a person other than the Company

RECORD DATES

- Record dates for dividends etc** 191 Notwithstanding any other provision of these Articles, the Company or the board 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 191(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 board, which day may not be more than 21 days before the day that notices of the meeting are sent

ACCOUNTS

- Rights to inspect records** 192 No member shall (as such) have any right to inspect any accounting records or other book or document of the Company except as conferred by statute or authorised by the board or by ordinary resolution of the Company or order of a court of competent jurisdiction
- Sending of annual accounts** 193 Subject to the Companies Acts, a copy of the Company's annual accounts, together with a copy of the directors' report for that financial year and the auditors' report on those accounts shall, at least 21 clear days before the date of the meeting at which copies of those documents are to be laid in accordance with the provisions of the Companies Acts, be sent to every member and to every holder of the Company's debentures of whose address the Company is aware, and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the Companies Acts or of these Articles or, in the case of joint holders of any share or debenture, to one of the joint holders
- Summary financial statements** 194 Subject to the Companies Acts, the requirements of Article 193 shall be deemed satisfied in relation to any person by sending to the person, instead of such copies, a summary financial statement derived from the Company's annual accounts and the directors' report, which shall be in the form and containing the information prescribed by the Companies Acts and any regulations made under the Companies Acts

NOTICES

When notice required to be in writing, use of electronic communications 195 Any notice to be sent to or by any person pursuant to these Articles (other than a notice calling a meeting of the board) shall 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

Methods of Company sending notice 196 The Company shall send 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 posting the notice or other document in a prepaid envelope addressed, in the case of a member, to his registered address, or in any other case, to the person's usual 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 197, or
- (f) by any other method approved by the board

Website publication by Company 197 Subject to the Companies 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

198 In Article 197 *publication period* means

- (a) in the case of a notice of an adjourned meeting pursuant to Article 79, 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 87, 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

Methods of member sending notice etc 199 Unless otherwise provided by these Articles, a member or a person 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

Notice to joint holders 200 In the case of joint holders of a share, all notices or other documents shall be sent to the joint holder whose name stands first in the register in respect of the joint holding. Any notice or other document so sent shall be deemed for all purposes sent to all the joint holders

Registered address outside UK 201 A member whose registered address is not within the United Kingdom and who sends to the Company an address within the United Kingdom at which a notice or other document may be sent to him by instrument or an address to which a notice or other document may be sent using electronic communications shall be entitled to have notices or other documents sent to him at that address (provided that, in the case of electronic communications, the Company so agrees, which agreement the Company shall be entitled to withhold in its absolute discretion including, without limitation, in circumstances in which the Company considers that the sending of the notice or other document to such address using electronic communications would or might infringe the laws of any other jurisdiction) but otherwise

- (a) no such member shall be entitled to receive any notice or other document 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

Deemed receipt of notice 202 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 capital of the Company shall be deemed to have been sent notice of the meeting and, where requisite, of the purposes for which it was called

Terms and conditions for electronic communications	203 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
Notice to persons entitled by transmission	204 A notice or other document may be sent by the Company to the person or persons entitled by transmission to a share by sending it in any manner the Company may choose authorised by these Articles for the sending of a notice or other document to a member, addressed to them by name, or by the title of representative of the deceased, or trustee of the bankrupt or by any similar description at the address (if any) in the United Kingdom as may be supplied for that purpose by or on behalf of the person or persons claiming to be so entitled Until such an address has been supplied, a notice or other document may be sent in any manner in which it might have been sent if the death or bankruptcy or other event giving rise to the transmission had not occurred
Transferees etc bound by prior notice	205 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 sent to a person from whom he derives his title, provided that no person who becomes entitled by transmission to a share shall be bound by any direction notice sent under Article 94 to a person from whom he derives his title
Proof of sending/when notices etc deemed sent by post	206 Proof that an envelope containing a notice or other document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or document was sent 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 board so resolves, any subsequent guidance so issued, shall be conclusive evidence that the notice or document was sent A notice or other document sent by the Company to a member by post shall be deemed to be sent <ul style="list-style-type: none"> (a) if sent by first class post or special delivery post from an address in the United Kingdom to another address in the United Kingdom, or by a postal service similar to first class post or special delivery post from an address in another country to another address in that other country, on the day following that on which the envelope containing it was posted, (b) if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, or from an address in another country to an address outside that country (including without limitation an address in the United Kingdom), on the third day following that on which the envelope containing it was posted, (c) in any other case, on the second day following that on which the envelope containing it was posted
When notices etc deemed sent by electronic communication	207 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
Notice includes website notification	208 Except when the subject or context otherwise requires, in Articles 196, 199, 200, 201, 202, 203, 204, 205, 206 and 207, references to a notice include without limitation

references to any notification required by the Companies Acts or these Articles in relation to the publication of any notices or other documents on a website

Notice during disruption of services 209 If at any time the Company is unable effectively to convene a general meeting by notices sent through the post in the United Kingdom as a result of the suspension or curtailment of postal services, notice of general meeting may be sufficiently given by advertisement in the United Kingdom. Any notice given by advertisement for the purpose of this Article shall be advertised in at least one newspaper having a national circulation. If advertised in more than one newspaper, the advertisements shall appear on the same date. Such notice shall be deemed to have been sent to all persons who are entitled to have notice of meetings sent to them on the day when the advertisement appears. In any such case, the Company shall send confirmatory copies of the notice by post, if at least seven days before the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

DESTRUCTION OF DOCUMENTS

Power of Company to destroy documents 210 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.

Presumption in relation to destroyed documents 211 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 210 was duly and properly made,
- (b) every instrument of transfer destroyed in accordance with Article 210 was a valid and effective instrument duly and properly registered,
- (c) every share certificate destroyed in accordance with Article 210 was a valid and effective certificate duly and properly cancelled, and
- (d) every other document destroyed in accordance with Article 210 was a valid and effective document in accordance with its recorded particulars in the books or records of the Company,

but

- (a) the provisions of this Article and Article 210 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,
- (b) nothing in this Article or Article 210 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 210 or in any other circumstances which would not attach to the Company in the absence of this Article or Article 210, and
- (c) any reference in this Article or Article 210 to the destruction of any document includes a reference to its disposal in any manner

UNTRACED SHAREHOLDERS

Power to dispose
of shares of
untraced
shareholders

212 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 transmission if

- (a) during the period of 12 years before the date of the publication of the advertisements referred to in Article 212(b) (or, if published on different dates, the first date) (the *relevant period*) at least three dividends in respect of the shares in question have been declared and all dividend warrants and cheques which have been sent in the manner authorised by these Articles in respect of the shares in question have remained uncashed,
- (b) the Company shall as soon as practicable after expiry of the relevant period have inserted advertisements both in a national daily newspaper and in a newspaper circulating in the area of the last known address of such member or other person giving notice of its intention to sell the shares,
- (c) during the relevant period and the period of three months following the publication of the advertisements referred to in Article 212(b) (or, if published on different dates, the first date) the Company has received no indication either of the whereabouts or of the existence of such member or person, and
- (d) if the shares are listed, notice has been sent to the relevant listing authority of the Company's intention to make such sale before the publication of the advertisements

Transfer on sale

213 To give effect to any sale pursuant to Article 212, the board may

- (a) where the shares are held in certificated form, authorise any person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the buyer, or
- (b) where the shares are held in uncertificated form, 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 buyer

Effectiveness of
transfer

214 An instrument of transfer executed by that person in accordance with Article (a) shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the shares. An exercise by the Company of its powers in accordance with Article (b) shall be as effective as if exercised by the registered holder of or person entitled by transmission to the shares. The transferee shall not be bound to see to 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

Proceeds of sale 215 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 for an amount equal to the proceeds. The Company shall enter the name of such former member or other person in the books of the Company as a creditor for that amount. In relation to the debt, no trust is created and no interest is payable. The Company shall not be required to account for any money earned on the net proceeds of sale, which may be used in the Company's business or invested in such a way as the board from time to time thinks fit

WINDING UP

Liquidator may distribute in specie 216 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 Insolvency Act 1986

- (a) 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,
- (b) vest the whole or any part of the assets in trustees for the benefit of the members, and
- (c) determine the scope and terms of those trusts,

but no member shall be compelled to accept any asset on which there is a liability

Disposal of assets by liquidator 217 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

Indemnity to directors and officers 218 Subject to the provisions of the Companies Acts, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article 218 shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article 218, or any element of it, to be treated as void under the Act or otherwise under the Companies Acts

SCHEME OF ARRANGEMENT

219 1 In this Article, references to the "Scheme" are to the scheme of arrangement dated 25 September 2007 between the Company and the holders of Scheme Shares (as defined in the said Scheme) under section 425 of the Act (in its original form or with or subject to any modification, addition or condition agreed by the Company and Venture (as defined in the Scheme) and approved or imposed by the Court) and terms defined in the Scheme shall have the same meaning in this Article

219 2 Notwithstanding any other provision of these Articles, if the Company issues any Ordinary Shares on or after the Voting Record Time (as defined in the Scheme) and on or

prior to the Hearing Record Time (as defined in the Scheme), such shares shall be allotted and issued subject to the terms of the Scheme and the holders of such shares shall be bound by the Scheme accordingly

219 3 Subject to the Scheme becoming effective, if following the Hearing Record Time (as defined in the Scheme) any shares in the Company are allotted and issued to, any person or persons (each a **"New Member"**) other than Venture or any directly or indirectly wholly owned subsidiary of Venture, they will be immediately transferred to Venture, or as it may direct, in consideration of and conditional on the payment, issue and allotment to the New Member of the Basic Consideration (as defined in the Scheme) per Ordinary Share (as defined in the Scheme) as was paid, issued and allotted to a holder of Scheme Shares under the Scheme

219 4(a) This Article 219 4 shall apply if

(1) an offer is made to all holders of Venture Shares (as defined in the Scheme) (or all such holders other than the offeror and/or any company controlled by the offeror and/or any person acting in concert with the offeror) to acquire the whole or any part of such Venture Shares as a result of which the right to cast a majority of the votes which may ordinarily be cast on a poll at a general meeting may become vested in the offeror and/or such persons or companies as aforesaid (a **"General Offer"**) and such General Offer becomes or is declared wholly unconditional, or

(2) a scheme of arrangement under section 425 of the Companies Act 1985 (a **"Scheme of Arrangement"**) providing for the acquisition by any person of all of the Venture Shares becomes effective

219 4(b) If either of the events referred to in Article 219 4(a) occurs, there shall be substituted for the entitlements to receive the Basic Consideration set out in Article 219 3 one of the following entitlements (**"Substituted Entitlements"**)

(1) if the shares of the offeror (**"Offeror Shares"**) are admitted to trading on a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) (**"Admitted to Trading"**), an entitlement to receive such number of Offeror Shares (or, as the case may be, a fractional part of each such Offeror Share) the value of which is equal to the value of the Venture Shares to which a New Member would otherwise be entitled under the Basic Consideration due pursuant to Article 219 3 For these purposes a Venture Share will be deemed to have the same value as is given to a Venture Share under the General Offer or Scheme of Arrangement (ignoring any alternatives to the basic offer set out therein) The value of an Offeror Share will be deemed to be either (i) the same as is given to it for the purposes of the General Offer or Scheme of Arrangement (ignoring any alternatives to the basic offer set out therein) or, if no value has been given to the Offeror Shares under the terms of the General Offer or Scheme of Arrangement, (ii) the average of the mid-market closing price for Offeror Shares for the five business days ending on the date of the announcement of the full terms and conditions of the General Offer or Scheme of Arrangement, or

(2) if the Offeror Shares are not Admitted to Trading, an entitlement to receive a cash sum the amount of which is equal to the value of the Venture Shares to which a New Member would otherwise be entitled under the Basic Consideration due pursuant to Article 219 3 For these purposes a Venture Share will be deemed to have the same value as is given to a Venture Share under the General Offer or Scheme of Arrangement (ignoring any alternatives to the basic offer set out therein), or

(3) either (i) if the basic terms of the General Offer or Scheme of Arrangement ignoring any alternatives to the basic offer set out therein) is a cash offer or (ii) at the absolute discretion of the Company and notwithstanding that the Offeror Shares are Admitted to Trading, an entitlement to receive a cash sum the amount of which is equal to the value of the Venture Shares to which a New Member would otherwise be entitled under the Basic Consideration due pursuant to Article 219 3 For these purposes a Venture Share will be deemed to have the same value as is given to a Venture Share under the General Offer or Scheme of Arrangement (ignoring any alternatives to the basic offer set out therein), or

(4) if the basic terms of the General Offer or Scheme of Arrangement ignoring any alternatives to the basic offer set out therein) is a cash and shares offer and the Offeror Shares are Admitted to Trading, an entitlement to receive such number of Offeror Shares (calculated in accordance with Article 219 4(b)(1)) and such cash amount (calculated in accordance with Article 219 4(b)(2)) as reflects the proportion of cash and Offeror Shares offered for each Venture Share

219 4(c) As soon as reasonably practicable (and in any event not more than 14 days) following a General Offer becoming or being declared wholly unconditional or a Scheme of Arrangement becoming effective, the Company shall procure that Venture shall instruct its adviser pursuant to Rule 3 of the City Code on Takeovers and Mergers or any provision of any successor regime (the “**Rule 3 Adviser**”) to certify the values of the Venture Shares and Offeror Shares and the amount of the Substituted Entitlement under Article 219 4(b) The Company shall procure that Venture send notice of the Substituted Entitlement to the holders of the WHAM Options and WHAM Warrants as soon as practicable (and in any event no later than 14 days) following receipt of the Rule 3 Adviser's certificate together with a replacement certificate evidencing each holder of WHAM Options or WHAM Warrants Substituted Entitlement

219 4(d) For the avoidance of doubt, following any adjustment pursuant to Article 219 5 or substitution pursuant to Article 219 4(b)

- (1) the rights of each holder of WHAM Options or WHAM Warrants (as adjusted or substituted) and so set out in the replacement certificate issued to them shall continue to be subject to the other terms previously applicable thereto, and
- (2) the Company will ensure that
 - (a) the provisions of Article 219 5 apply, *mutatis mutandis*, to any Offeror Shares forming part of the Substituted Entitlement, and
 - (b) if Substituted Entitlements comprising or including Offeror Shares have been substituted under Article 219 4(b)(1) or (4), the provisions of Articles 219 4(a) to (c) and 219 5 shall apply *mutatis mutandis* to any subsequent offer made to all holders of Offeror Shares or scheme of arrangement providing for the acquisition by any person of all the Offeror Shares

219 5 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation), the Basic Consideration to be issued under Article 219 3 shall be adjusted by the Directors in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration References in this Article to Ordinary Shares shall, following such adjustment, be construed accordingly

219 6 To give effect to any such transfer required by this Article, the Company may appoint any person to execute a form of transfer on behalf of the New Member in favour of Venture or any directly or indirectly wholly owned subsidiary of Venture, or as it may direct. Pending the registration of Venture or any directly or indirectly wholly owned subsidiary of Venture as the holder of any share to be transferred pursuant to this Article, Venture shall be empowered to appoint a person to act as attorney on behalf of the New Member (or any subsequent holder) in accordance with such directions as Venture may give in relation to any dealings with or disposal of such share (or any interest therein), exercising any rights attached thereto or receiving any distribution or other benefit accruing or payable in respect thereof and the registered holders of such share shall exercise all rights attaching thereto in accordance with the directions of Venture but not otherwise. The Basic Consideration to be paid, issued and allotted in consideration for any shares transferred under this Article will be paid, issued and allotted within 14 days of the date of transfer of such shares and such payment, issue and allotment of such Basic Consideration under this Article shall constitute a complete discharge to Venture and the Company in respect of their obligations.

No. 6840 of 2007

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

**IN THE MATTER OF WHAM
ENERGY PLC**

- AND -

**IN THE MATTER OF
THE COMPANIES ACT 1985**

ORDER

Watson, Farley & Williams LLP
15 Appold Street
London
EC2A 2HB
Ref MELJ1/23833 50000

Solicitors for the Petitioner

Company No 04713887

PRIVATE COMPANY LIMITED BY SHARES

MINUTE
of
WHAM ENERGY PLC

Dated 9 November 2007

The capital of Wham Energy plc was by virtue of a Special Resolution and with the sanction of an Order of the High Court of Justice dated 9 November 2007 reduced from £90,000 divided into 60,000,000 Ordinary Shares of £0 001 each and 30,000 Redeemable Shares of £1 each to 28,254,389 Ordinary Shares of £0 001 each and 30,000 Redeemable Shares of £1 each

By virtue of a Scheme of Arrangement sanctioned by the said Order of the said Special Resolution the share capital of the Company upon the registration of this minute is £90,000 divided into 60,000,000 Ordinary Shares of £0 001 pence each and 30,000 Redeemable Shares of £1 each of which 31,745,611 Ordinary Shares of £0 001 pence have been issued and are deemed to be fully paid and the remainder are unissued