

Dated

29 July

2010

The Companies Acts
Public Company Limited by Shares

Articles of Association
(Adopted by Special Resolution passed on
29 July 2010)
of
Halma p.l.c.

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THE COMPANIES ACTS
PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

**(Adopted in substitution for and to the exclusion of all existing articles by a Special Resolution
passed on 29 July 2010)**

of
HALMA p.l.c.

Interpretation

1. Model articles excluded

No regulations set out in any statute or contained in any statutory instrument or other subordinate legislation made under any statute concerning companies shall apply to, or form any part of the regulations or articles of, the Company.

2. Limited liability

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

3. Definitions

3.1 In these Articles (if not inconsistent with the subject or context), the following definitions shall apply:

“address”: in relation to electronic communications only, any number or address used for the purposes of such communications

these “Articles”: these articles of association as originally adopted and amended from time to time

“Auditor”: the auditor for the time being of the Company (or, in the case of joint auditors, both or any one of them)

“Board”: the board of directors of the Company or the directors present at a meeting of the directors at which a quorum is present or any committee authorised by the Board to act on its behalf, or the persons present at a meeting of such a committee at which a quorum satisfying the requirements of these Articles is present, as the context requires

“business day”: a day (other than a Saturday) when banks are open for the transaction of normal banking business in London

“clear days”: in relation to a period of notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect

“communication”: a communication within the meaning of the Electronic Communications Act 2000

“Constitution”: the Company’s constitution within the meaning of section 17 of the Companies Act 2006

“electronic communication”: an electronic communication within the meaning of the Electronic Communications Act 2000

“holder”: in relation to any share means the Member whose name is entered in the Register as the holder of that share (but, to the extent that these Articles would otherwise conflict with the Statutes, not including the Company itself in relation to shares held as treasury shares)

“Member”: a member of the Company (but, to the extent that these Articles would otherwise conflict with the Statutes, not including the Company itself in relation to shares held as treasury shares)

“month”: a calendar month

“Office”: the registered office of the Company for the time being

“Ordinary Shares”: the ordinary shares of 10 pence each in the capital of the Company

“paid”: paid or credited as paid

“person entitled by transmission”: a person whose entitlement to a share in consequence of the death, bankruptcy or mental disorder of a Member or of any other event giving rise to its transmission by operation of law has been noted in the Register

“Preference Shares”: the cumulative preference shares of £1 each in the capital of the Company

“Recognised Person”: a recognised clearing house or a designated nominee of a recognised clearing house or of a recognised investment exchange

“Register”: the register of Members

“Regulations”: the Uncertificated Securities Regulations 2001

“Relevant System”: the computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument and which facilitate supplementary and incidental matters in accordance with the Regulations

“Seal”: any common or official seal that the Company may be permitted to have under the Statutes

“Secretary”: the secretary, or (if there are joint secretaries) any one of the joint secretaries of the Company and including an assistant or deputy secretary or any person appointed by the Board to perform any of the duties of the Secretary

“Statutes”: every statute (including any statutory instrument, order, regulation or subordinate legislation made under it) concerning companies that are incorporated in England and Wales to the extent that it is for the time being in force or (where the context requires) was in force at a particular time, including the Companies Act 2006 and the Regulations

“UK Listing Authority”: The Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000

“United Kingdom”: Great Britain and Northern Ireland

“year”: calendar year

- 3.2 The expressions **“debenture”** and **“debenture holder”** shall respectively include **“debenture stock”** and **“debenture stockholder”**.
- 3.3 References to writing shall include any method of reproducing or representing words in a legible and non-transitory form.
- 3.4 References to the execution of an electronic communication include references to its being executed by such means as the Board may from time to time approve (including for the purpose of establishing the authenticity or integrity of the communication). Except insofar as these Articles expressly require a communication to be in writing, any electronic communication purporting to contain a copy of a document need not be in writing provided that it faithfully and intelligibly reproduces all the relevant information given in writing in the document. References to anything given, sent or received by, or contained in, an electronic communication include references to its being published on a web site and such publication being notified (by electronic communication or otherwise) to the relevant person in such manner that, where relevant, that person would be deemed to have notice of it, and access on that web site to it, for at least the duration of any relevant period of notice or availability prescribed by these Articles or by the Statutes.
- 3.5 The expression **“recognised clearing house”** means a recognised clearing house within the meaning of the Financial Services and Markets Act 2000 acting in relation to a recognised investment exchange and **“recognised investment exchange”** has the same meaning as in such Act.
- 3.6 Any reference to any statutory provision or enactment shall include any statutory modification or re-enactment of such provision.
- 3.7 Headings are included only for convenience and shall not affect the construction of these Articles.
- 3.8 Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include bodies corporate and unincorporated associations.
- 3.9 A special resolution shall be effective for any purposes for which an ordinary resolution is expressed to be required under any provision of these Articles or the Statutes.
- 3.10 A reference to shares or debentures in **“uncertificated form”** means shares or debentures title to which is recorded in the Register or the register of debenture holders as the case may be as being held in such form and which by virtue of the Regulations may be transferred by means of a Relevant System and a reference to shares or debentures in **“certificated form”** means shares or debentures title to which is not so recorded and may not be so transferred.
- 3.11 Subject to the above, and unless the context otherwise requires, any words or expressions to which a particular meaning is given by the Regulations or the Companies Act 2006 shall bear the same meanings in these Articles or that part (as the case may be), save that the word **“company”** shall include any body corporate.

- 3.12 References to shares shall, in respect of shares held by the Company as treasury shares, be read and construed in accordance with the restrictions on voting and other rights imposed by the Statutes and, except where these Articles expressly provide otherwise, references to any proportion of the shares, or any class of shares, shall be read and construed as if shares held by the Company as treasury shares were not included.

Share Capital

4. Share capital

- 4.1 The share capital of the Company at the date of adoption of these Articles is divided into Ordinary Shares and Preference Shares.

- 4.2 The Preference Shares shall entitle the holders thereof to the special rights and privileges and subject them to the restrictions and provisions following, namely:

4.2.1 As regards income

The Preference Shares shall confer on the holders thereof the right in priority to any payment of dividend on any other class of shares to be paid out of the profits of the Company available for distribution and resolved to be distributed in respect of any financial year or other period for which the Company's accounts are made up to a fixed cumulative preferential dividend at the rate of 11 per cent per annum on the capital for the time being paid up thereon, such dividend to be payable half-yearly on 31st March and 30th September in each year.

4.2.2 As regards capital

The Preference Shares shall confer on the holders thereof the right in priority to any payment to the holders of any other class of shares on a return of capital in a winding up or otherwise repayment of the capital paid up on such Preference Shares together with a sum equal to any arrears deficiency or accruals of the dividend referred to in paragraph 4.2.1 (whether earned or declared or not) calculated down to the date of repayment.

- 4.2.3 The Preference Shares shall confer no further or other right to participate in the profits or assets of the Company.

4.2.4 As regards voting

The holders of the Preference Shares shall have no right as such to receive notice of or to attend or vote at any general meeting of the Company unless (i) at the date of the notice convening the meeting the dividend on such shares or any part thereof is more than six months in arrear (for which purpose such dividend shall be deemed to be payable half-yearly on 31st March and 30th September in every year) in which case the holders of the Preference Shares shall have the right to vote on every resolution submitted to the meeting, or (ii) the business of the meeting includes the consideration of a resolution for winding up the Company or any resolution varying or abrogating any of the special rights and privileges attached to the Preference Shares in which case the holders of the Preference Shares shall have the right to vote on such resolution or resolutions only.

5. Rights attached to shares

Subject to the Statutes and to any rights previously conferred on the holders of any shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, as the Board may decide).

6. Redeemable shares

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

7. Power of Board to deal with shares

Subject to the Statutes and these Articles, the Board may offer, allot, grant options over, or otherwise dispose of rights to subscribe for, or convert any security into, shares to such persons and on such terms as they think fit.

8. No recognition of trusts

Except as ordered by a court of competent jurisdiction or as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when it has notice) the terms of any trust on which any shares are held or any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other right in respect of any share except an absolute right to the entirety of the share in the registered holder.

9. Variation of rights

The provisions of the Statutes as to variation of class rights shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class.

10. Fractions

Whenever as a result of a consolidation, division or sub-division of shares any Member would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit and, in particular, may sell the shares representing the fractions to any person (including, subject to the Statutes, the Company) and may distribute the net proceeds of sale in due proportion among those Members except for amounts of £5.00 or less, which shall be retained for the benefit of the Company. To give effect to any such sale, the Board may authorise and instruct a person to take such steps as may be necessary (subject, in the case of shares held in uncertificated form, to the system's rules) to transfer or deliver the shares to, or in accordance with the directions of, the purchaser. Subject to the Statutes, where a shareholder holds shares in both certificated and uncertificated form, the Board may for these purposes treat them as separate holdings, and may at its discretion arrange for any shares representing fractions to be entered in the Register as held in certificated or uncertificated form in order to facilitate their sale under this Article. The transferee shall not be bound to see to the application of the purchase money and his title shall not be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

11. Pari passu issues

- 11.1 The special rights attached to any class of shares shall not, unless otherwise expressly provided by the terms of issue of such shares, be deemed to be modified, varied or abrogated by the creation or issue of further shares ranking pari passu with them.
- 11.2 Without prejudice to the generality of Article 11.1, the special rights conferred upon the holders of the Preference Shares shall not be deemed to be varied by the creation or issue of further shares ranking pari passu therewith, and so that such further preference shares may either carry, as regards participation in the profits and assets of the Company, rights identical in all respects with the Preference Shares, or rights differing therefrom in that:
- 11.2.1 the rate of dividend may differ;
 - 11.2.2 the further preference shares may rank for dividend from such date as may be provided for by the terms of issue thereof and the dates for payment of dividend may differ;
 - 11.2.3 a premium may be payable on a return of capital;
 - 11.2.4 the further preference shares may be redeemable;
 - 11.2.5 the further preference shares may be convertible into Ordinary Shares or other shares of the Company ranking, as regards participation in the profits and assets of the Company, after the Preference Shares;

and such further preference shares, whether identical in all respects with the Preference Shares or differing as set out above, shall for the purposes of this Article be deemed to rank pari passu with the Preference Shares.

12. Commissions

The Company may exercise the powers of paying commissions and brokerage conferred by the Statutes to the full extent thereby permitted and the commissions and 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.

13. Renunciation

Subject to the Statutes and these Articles, the Board may at any time after the allotment of any share, but before any person has been entered in the Register as its holder, recognise a renunciation of such share by the allottee in favour of some other person and may accord to any allottee of such share a right to effect such renunciation upon and subject to such terms and conditions as the Board may think fit to impose. In this Article, “**allottee**” includes a provisional allottee and any person in whose favour an allotment has previously been renounced.

Certificates

14. Right to certificate

- 14.1 Unless otherwise determined by the Board and permitted by the Regulations, the Company shall not issue and no person shall be entitled to receive a certificate in respect of any share for so long as that share is held in uncertificated form. The Board shall have power to implement any arrangements they may, in their absolute discretion, think fit in relation to the evidencing and

transfer of shares in uncertificated form (subject always to the Regulations and the facilities and requirements of the Relevant System concerned).

- 14.2 Conversion of shares in certificated form into shares in uncertificated form, and vice versa, may be made in such manner as the Board may, in its absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the Relevant System concerned).
- 14.3 The Company shall enter on the Register how many shares are held by each Member in uncertificated form and in certificated form and shall maintain the Register in each case as is required by the Regulations and the Relevant System concerned. Unless the Board shall otherwise determine, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings.
- 14.4 Notwithstanding any provision of these Articles, a class of share shall not be treated as two classes by virtue only of that class comprising both shares in certificated form and shares in uncertificated form or as a result of any provision of these Articles or the Regulations which apply only in respect of shares in certificated form or shares in uncertificated form.
- 14.5 The provisions of Articles 16 and 17 inclusive shall not apply to shares in uncertificated form.
- 14.6 Subject to the foregoing provisions of this Article 14 and subject as otherwise provided in these Articles, every person whose name is entered as a Member in the Register or who is entitled to be entered as a Member in the Register as a result of the allotment or transfer to such person of any shares, shall be entitled without payment to receive, within whichever is the earlier of:
- 14.6.1 the time specified by the listing rules of the UK Listing Authority from time to time;
 - 14.6.2 one month after allotment (or within such other period as the terms of issue shall provide) of those shares;
 - 14.6.3 in the case of a transfer of fully paid shares, five days after lodgement of the transfer to such person; and
 - 14.6.4 in the case of a transfer of partly paid shares, one month after lodgement of the transfer

one certificate for all the shares registered in his name or, in the case of shares of more than one class being registered in his name, to a separate certificate for each class of shares so registered, and where a Member transfers part of the shares of any class registered in his name he shall be entitled without payment to one certificate for the balance of shares retained by him. A Member shall be entitled to receive several certificates for shares (being shares of one class) registered in his name upon request being made to the Company and upon payment for every certificate after the first of such reasonable sum as the Board may from time to time determine.

- 14.7 No certificate shall be issued in respect of shares held by a Recognised Person or any other person in respect of whom the Company is not by law required to complete and have ready for delivery a certificate.

15. Joint holders

The Company shall not be bound to issue more than one certificate in respect of a share held jointly by several persons, and delivery of a certificate to one of two or more joint holders shall be sufficient delivery to all such holders.

16. Execution of certificates

All certificates for share or loan capital or other securities of the Company (other than letters of allotment, scrip certificates or other like documents) shall be executed under the Seal or in such other manner as the Board, having regard to the terms of issue and any listing requirements of the UK Listing Authority, may authorise, and each certificate for shares shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up on such shares. No certificate may be issued representing shares of more than one class. The Board may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some mechanical means or may be printed on the certificate or that certificates need not be signed by any person.

17. Replacement of certificates

- 17.1 Any two or more certificates representing shares of any one class held by any Member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge upon surrender to the Company of such certificates.
- 17.2 If a certificate shall be damaged, defaced or worn out then, upon delivery of such certificate to the Company, it shall be replaced without fee. If any certificate is alleged to have been lost, stolen or destroyed, then, upon proof of the same to the satisfaction of the Board and on such indemnity (with or without security) as the Board deems adequate being given, and on payment of any exceptional out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may determine, a new certificate in lieu thereof shall be issued to the relevant Member.
- 17.3 In the case of shares held jointly by several persons, any request for a replacement certificate may be made by any one of the joint holders upon whose request the Board and the Company may act without reference to any other joint holder.

Calls on Shares

18. Calls

The Board may, subject to the terms of issue, from time to time make calls upon Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not payable on a date fixed by or in accordance with the terms of issue. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable by instalments. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of shares in respect of which the call was made. A call may be revoked or postponed as the Board may determine.

19. Payment on calls

Each Member shall (subject to receiving at least 14 clear days' notice specifying the time or times and the place of payment and the amount payable) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.

20. Interest due on non-payment

If the whole of a sum called in respect of a share is not paid on or before the day appointed for payment, the person from whom the sum is due shall pay interest on the unpaid amount from the day appointed for payment thereof to the time of actual payment at the rate fixed by the

terms of issue of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by section 609 of the Companies Act 2006, whichever is in force at the relevant time) but the Board shall be at liberty to waive payment of such interest and expenses wholly or in part.

21. Certain sums treated as calls

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

22. Power to differentiate

Subject to the terms of issue, the Board may, on the issue of shares, differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

23. Payment of calls in advance

The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate, not exceeding (unless the Company by ordinary resolution shall otherwise direct) 10 per cent. per annum, as the Board may decide. Any such payment in advance shall, to the extent of it, extinguish the liability on the shares in respect of which it is advanced.

Forfeiture of Shares

24. Notice following non-payment of call

If a Member fails to pay in full any call or instalment of a call on or before the due date for payment the Board may at any time serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment.

25. Form of notice

The notice shall name a further day (not being earlier than 14 clear days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call was made or instalment is payable will be liable to be forfeited.

26. Non-compliance with notice

If the requirements of any such notice as is referred to in Article 24 are not complied with, any share in respect of which such notice has been given may, at any time before the payments required by the notice have been made, be forfeited by (and shall be deemed to be forfeited at the time of the passing of) a resolution of the Board to that effect. Such forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited share and not actually paid before forfeiture. The Board may accept a surrender of any share liable to be

forfeited under these Articles and, in such case, references in these Articles to forfeiture shall include surrender.

27. Notice following forfeiture

Where any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share or the person entitled by transmission to such share. An entry of such notice having been given and of the forfeiture with the date of such event shall forthwith be made in the Register opposite to the entry of the share. No forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry.

28. Arrears to remain payable

A person whose shares have been forfeited shall cease to be a Member in respect of those shares and, in the case of shares in certificated form, shall surrender to the Company for cancellation the certificate for the forfeited shares but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of the shares, together with interest thereon at such rate (not exceeding 10 per cent. per annum) as the Board may determine from the date of forfeiture until payment and the Board may, at its absolute discretion, waive payment wholly or in part or enforce payment without being obliged to make any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

29. Sale of forfeited shares

Until cancelled in accordance with the requirements of the Statutes, a forfeited share shall be deemed to be the property of the Company together with all rights attaching to such share and may be sold, re-allotted or otherwise disposed of either to the person who was, before such forfeiture, the holder of or entitled to the share, or to any other person upon such terms and in such manner as the Board shall think fit and the provisions of Article 34 shall apply. At any time before such sale, re-allotment or disposition, the forfeiture of the share may be annulled by the Board on such terms as it thinks fit.

30. Effect of forfeiture

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 such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past Members of the Company.

Lien

31. Company's lien

The Company shall have a first and paramount lien on every share other than a fully paid share for all amounts (whether presently payable or not) called or payable at a fixed time in respect of such share. The Company's lien on a share shall extend to all dividends from time to time declared and all other amounts payable in respect of the Share. The Board may at any time, either generally or in any particular case, waive any lien which has arisen or declare that any share shall be exempt wholly or partially from the provisions of this Article.

32. Enforcing lien by sale

The Company may sell, in such manner as the Board thinks fit, 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 service on the holder of such share of a notice in writing demanding payment of the sum presently payable and stating that if the notice is not complied with the share may be sold.

33. Application of proceeds of sale

The net proceeds of any sale by way of enforcement of any lien shall be applied in or towards payment or satisfaction of the debts or liabilities in respect of which the lien exists so far as the same are presently payable and any residue shall (subject to a similar lien for debts or liabilities not presently payable as existed upon the shares prior to the sale and upon surrender, in the case of shares in certificated form, if required by the Company, for cancellation of the certificate for the shares sold) be paid to the person who was the holder immediately before the sale.

34. Giving effect to sale after forfeiture or after enforcing lien

Upon any sale or re-allotment after forfeiture or upon any sale by way of enforcement of any lien in exercise of the powers conferred by these Articles, the Board may, in the case of a sale of shares in certificated form, nominate some person to execute an instrument of transfer of the shares sold or, in the case of shares in uncertificated form, nominate some person to transfer such shares in accordance with the facilities and requirements of the Relevant System concerned, in the name of the holder or his executors or administrators and may, in any case, receive the purchase or subscription money and cause the name of the purchaser or allottee to be entered in the Register as holder of the shares.

35. Statutory declaration

A statutory declaration in writing that the declarant is a director of the Company or the Secretary and that a share has been duly forfeited or sold to satisfy a lien of the Company on the date stated in the declaration, shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal of the share shall (subject to the execution of an instrument of transfer if the share is in certificated form) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal of the share.

Transfer of Shares

36. Form and execution of transfer

- 36.1 Subject to such of the restrictions of these Articles as may be applicable, a Member may transfer all or any of his shares, in the case of shares held in certificated form, by an instrument of transfer in any usual form or in any other form which the Board may approve or, in the case of shares held in uncertificated form, in accordance with the Regulations and the system's rules and otherwise in such manner as the Board in its absolute discretion shall determine. An instrument of transfer shall be executed by or on behalf of the transferor and (unless the share is fully paid) by or on behalf of the transferee. Subject to the Statutes, the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect of it.

36.2 Subject to the Statutes and notwithstanding any other provisions of these Articles, the Board shall have power to implement any arrangements it may think fit to enable:

36.2.1 title to any securities of the Company to be evidenced and transferred without a written instrument in accordance with the Regulations and the facilities and requirements of the relevant system concerned; and

36.2.2 rights attaching to such securities to be exercised notwithstanding that such securities are held in uncertificated form where, in the Board's opinion, these Articles do not otherwise allow or provide for such exercise.

37. Right to refuse registration of partly paid share

Subject to the Statutes, the Board may refuse to register the transfer of a share which is not fully paid provided that, where any such shares are admitted to the Official List of the UK Listing Authority, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis.

38. Other rights to refuse registration

38.1 Subject to the Statutes, the Board may also refuse to register the transfer of a share:

38.1.1 in the case of shares held in certificated form, if it is not lodged, duly stamped (if necessary), at the Office or at such other place as the Board may appoint and accompanied by the certificate for the shares to which it relates (where a certificate has been issued in respect of the shares and these Articles do not provide for such a transfer to be valid without production of the certificate) and/or such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;

38.1.2 if it is not in respect of one class of share only;

38.1.3 if it is not in favour of four or fewer transferees;

38.1.4 if it is in favour of a minor, bankrupt or person of mental ill health;

38.1.5 without prejudice to the foregoing, in the case of shares held in uncertificated form, in any other circumstances permitted by the Regulations and/or the system's rules; or

38.1.6 where the Board is obliged or entitled to refuse to do so as a result of any failure to comply with a notice under section 793 of the Companies Act 2006.

39. Notice of refusal

If the Board refuses to register a transfer it shall, in the case of shares held in certificated form, within two months after the date on which the transfer was lodged and, in the case of shares held in uncertificated form, within two months after the date on which the relevant Operator-instruction was received by or on behalf of the Company, send to the transferee notice of the refusal together with its reasons for the refusal.

40. No fee for registration

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

41. Retention of documents

- 41.1 Any instrument of transfer which is registered may be retained by the Company, but any instrument of transfer which the Board refuses to register shall be returned to the person lodging it when notice of the refusal is given.

42. Other Registers

- 42.1 Subject to the Statutes, the Company may keep an overseas, local or other register in any place, and the Board may make and vary such regulations as it may think fit concerning the keeping of that register.

Transmission of Shares

43. Transmission on death

If a Member dies, the survivor or survivors where the deceased 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 person or persons recognised by the Company as having any title to or interest in his shares, but nothing in these Articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly with other persons.

44. Elections where entitled by transmission

Any person becoming entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member or of any other event giving rise to the transmission of such share by operation of law may (subject as provided in these Articles), upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share, and (in the case of shares in uncertificated form) subject to compliance with such other procedures (consistent with the facilities and requirements of the Relevant System concerned) as the Board may determine, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the holder. If he elects to be registered himself he shall give notice to the Company to that effect. If he elects to have some other person registered, he shall signify his election by, in the case of a share in certificated form, signing an instrument of transfer of such share or, in respect of a share in uncertificated form, by authorising any person to transfer such share, in accordance with the facilities and requirements of the Relevant System concerned, in each case to the person concerned. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall apply to any such notice or instrument or other manner of transfer as aforesaid as if the death, mental disorder or bankruptcy of the Member or other event had not occurred and the notice or instrument or other manner of transfer were a notice or an instrument or other manner of transfer executed by such Member.

45. Rights of persons entitled by transmission

Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member or of any other event giving rise to the transmission of such share by operation of law (upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share, except that, until he becomes registered as a Member in respect of the share, he shall not be entitled to receive notices of or to attend or vote at or otherwise exercise any right conferred by membership in relation to meetings of the

Company. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within 60 days the Board may withhold payment of all dividends and other moneys payable in respect of the share until the requirements of the notice have been complied with.

Destruction of Documents

46. Destruction of documents

46.1 The Company may destroy:

- 46.1.1 any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
- 46.1.2 any instruction concerning the payment of dividends or other moneys in respect of any share at any time after the expiry of two years from the date such instruction was recorded by the Company;
- 46.1.3 any notification of change of name or address at any time after the expiry of two years from the date such notification was recorded by the Company;
- 46.1.4 any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration; and
- 46.1.5 any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it,

and it shall be conclusively and irrebuttably presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument of transfer duly and properly registered and that every other document so destroyed was a valid and effective document and that any particulars of it which are recorded in the books or records of the Company were correctly recorded provided always that such presumption shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim (regardless of the parties to it).

- 46.2 Nothing in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as set out above or that any other condition precedent to its destruction mentioned above has not been fulfilled.
- 46.3 The Company may destroy any such type of document as is referred to in Article 46.1 after such shorter period as the Board may determine if a copy of such document is retained on microfilm or by other similar means and is not destroyed earlier than the original might otherwise have been destroyed in accordance with this Article.
- 46.4 References in this Article to the destruction of any document include references to its disposal in any manner.

General Meetings

47. Annual general meetings

The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year at such time (within a period of not more than 6

months after the accounting reference date of the Company) and place as may be determined by the Board.

48. Convening general meetings

The Board may whenever it thinks fit, and shall on requisition in accordance with the Statutes, proceed to convene a general meeting.

49. Separate general meetings

The provisions of these Articles relating to general meetings shall apply, with necessary modifications, to any separate general meeting of the holders of shares of a class held otherwise than in connection with the variation or abrogation of the rights attached to shares of the class. For this purpose, a general meeting at which no holder of a share other than an ordinary share may, in his capacity as a Member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares. The notice of any separate general meeting given before the date of adoption of this Article shall be as valid as if this Article had been in force at the date when the notice was given.

Notice of General Meetings

50. Length of notice

An annual general meeting shall be convened by at least 21 clear days' notice. Subject to the Statutes, all other general meetings shall be convened by at least 14 clear days' notice.

51. Contents of notices

51.1 Every notice calling a general meeting shall specify:

- 51.1.1 the place, the day and the time of the meeting and the general nature of the business to be transacted;
- 51.1.2 if such is the case) that the meeting is an annual general meeting and, if the notice is given more than six weeks before the annual general meeting, a statement of the right in accordance with the Statutes to require notice of a resolution to be moved or a matter to be included in the business of the meeting;
- 51.1.3 (if such is the case) that the meeting is convened to pass a special resolution;
- 51.1.4 with reasonable prominence that a Member is entitled to appoint one or more proxies to exercise all or any of his rights to attend, speak and vote at the meeting, that a proxy need not be a Member, and the address or addresses where appointments of proxy are to be deposited, delivered or received insofar as any such address is other than the postal address of the Office;
- 51.1.5 the address of the website on which the information required by the Statutes has been published in advance of the meeting;
- 51.1.6 the procedures with which Members must comply, and when, in order to be able to attend and vote at the meeting; and
- 51.1.7 a statement of the right of Members to ask questions in accordance with the Statutes.

52. Omission or non-receipt of notice

No proceedings at any meeting shall be invalidated by any accidental omission to give notice of the meeting, or to send an instrument of proxy, to any person entitled to receive it or, in the case of notice by electronic communication, to invite any such person to appoint a proxy in that communication, or by reason of any such person not receiving any such notice, instrument or invitation.

53. Attendance at meetings

Subject to any restrictions set out in the Statutes or in these Articles, every Member shall be entitled to attend any general meeting in person or by proxy. The Board may from time to time make such arrangements as it shall in its absolute discretion consider to be appropriate for the purpose of controlling or regulating attendance at any general meeting, and the entitlement of any Member or proxy to attend any general meeting shall be subject to any such arrangements which may from time to time have been notified to Members. In any case where such arrangements apply or are to apply the Board may specify that the meeting shall be held at the place at which the chairman of the meeting will preside (the “**Principal Venue**”) and may make arrangements for simultaneous attendance and participation by Members and their proxies at another venue or venues in such manner as the Board may determine, provided always that all persons attending at each such venue (including the Principal Venue) shall be able to see and hear and be seen and heard by the persons attending at all other such venues (whether by the use of microphones, audio-visual communications equipment or otherwise). Such arrangements for simultaneous attendance and participation may include arrangements for controlling or regulating the level of attendance at any particular venue (whether by selection, the issue of admission cards or otherwise) provided that they shall operate so that all Members and their proxies wishing to attend the relevant meeting are able to attend at one or other of such venues. For the purposes of all other provisions of these Articles, any such meeting shall be treated as being held and taking place at the Principal Venue.

54. Security

54.1 Security arrangements

The Board may direct that Members or proxies wishing to attend any general meeting should submit to such reasonable security arrangements or restrictions as the Board shall consider appropriate in the circumstances. Any Member or proxy who refuses to comply with such security arrangements or restrictions may be refused entry to such general meeting. If a Member or proxy has gained entry to a meeting, and refuses to comply with any such security arrangements or restrictions, or disrupts the proper and orderly conduct of the meeting, the chairman of the meeting may, with the consent or at the direction of the meeting, require such Member or proxy to leave or be removed from the meeting.

54.2 Change of date, time or place of meetings

If for any reason the Board considers it impractical or undesirable to hold a meeting on the day, at the time or in the place specified in the notice calling the meeting it can change the date, time and place of the meeting (or whichever it requires), and may do so more than once in relation to the same meeting. References in these Articles to the time of the holding of the meeting shall be construed accordingly. The Board will, insofar as it is practicable, announce by advertisement in at least one newspaper with a national circulation the date, time and place of the meeting as changed, but it shall not be necessary to restate the business of the meeting in that announcement.

Proceedings at General Meetings

55. Chairman of general meeting

The chairman (if any) of the Board or, in his absence, the deputy chairman (if any), shall preside as chairman at every general meeting. If there is no such chairman or deputy chairman, or if at any meeting neither the chairman nor the deputy chairman is present within fifteen minutes after the time appointed for commencement of the meeting, or if neither the chairman nor any deputy chairman is willing to act as chairman, the directors present shall choose one of their number to act, or if one director only is present he shall preside as chairman if willing to act. If no director is present or if none of the directors present is willing to act, the persons present and entitled to vote on a poll shall appoint one of their number to be the chairman of the meeting.

56. Quorum

No business other than the appointment of a chairman shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided by these Articles, three Members present in person or by proxy and entitled to vote at that meeting shall be a quorum for all purposes.

57. Quorum not present

- 57.1 If within five minutes (or such longer time not exceeding one hour as the chairman of the meeting may decide to wait) after the time appointed for the commencement of the meeting a quorum is not present, the meeting shall (if requisitioned in accordance with the Statutes) be dissolved or (in any other case) stand adjourned to such other day (not being less than ten clear days nor more than 28 days later) and at such time and place as the chairman of the meeting may decide and at such adjourned meeting one Member present in person or by proxy (whatever the number of shares held by him) and entitled to vote shall be a quorum.
- 57.2 The Company shall give not less than seven clear days' notice of any meeting adjourned through want of a quorum and the notice shall specify that one Member present in person or by proxy (whatever the number of shares held by him) and entitled to vote shall be a quorum.

58. Directors' rights to attend and speak

Each director shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares in the Company. The chairman of the meeting may invite any person to attend and speak at any general meeting of the Company whom he considers to be competent to assist in the deliberations of the meeting by virtue of knowledge or experience of the Company's business.

59. Conduct of general meetings

The chairman of the meeting may take such action as he thinks fit to promote and preserve orderly conduct at any general meeting and the chairman's decision on points of order, matters of procedure or other matters arising incidentally in relation to the business of the meeting shall be final and conclusive (as shall his determination as to whether any matter is of such a nature).

60. Adjournments

- 60.1 The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either indefinitely or to such time and place as he may decide if it appears to him that:

- 60.1.1 the persons entitled to attend cannot be conveniently accommodated in the place appointed for the meeting;
 - 60.1.2 the conduct of persons present prevents, or is likely to prevent, the orderly continuation of business; or
 - 60.1.3 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 60.2 In addition, the chairman of the meeting may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting either indefinitely or to such time and place as he may decide. When a meeting is adjourned indefinitely the time and place for the adjourned meeting shall be fixed by the Board.
- 60.3 No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place.

61. Notice of adjournments

If a meeting is adjourned indefinitely or for 30 days or more or for lack of a quorum, at least seven clear days' notice specifying the place, the day and the time of the adjourned meeting shall be given, but it shall not be necessary to specify in the notice the nature of the business to be transacted at the adjourned meeting. Otherwise, it shall not be necessary to give notice of an adjourned meeting.

Amendments

62. Amendments to resolutions

In the case of a resolution duly proposed as a special resolution, no amendment to it (other than an amendment to correct a patent error) may be considered or voted upon. In the case of a resolution duly proposed as an ordinary resolution no amendment to it (other than an amendment to correct a patent error) may be considered or voted upon unless notice of the terms of the amendment and of the intention to move the amendment has been (i) lodged in writing at the Office or (ii) received by electronic communication at the address specified for the purpose of receiving electronic communications in an electronic communication containing the notice of meeting at least 48 hours before the time fixed for the meeting or adjourned meeting at which such ordinary resolution is to be proposed. Notwithstanding that no such notice shall have been lodged or received, the chairman, in his absolute discretion, may accept or propose amendments of a minor or formal nature or to correct a manifest error or amendments which he may in his absolute discretion consider fit for consideration at the meeting.

63. Amendment ruled out of order

If an amendment is proposed to any resolution under consideration but is ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

Votes of Members

64. Demand for poll

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

64.1.1 by the chairman of the meeting; or

64.1.2 by not less than three Members present in person or by proxy and entitled to vote at the meeting; or

64.1.3 by a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to attend and vote at the meeting; or

64.1.4 by a Member or Members present in person or by proxy and 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.

65. Declaration of result

Unless a poll is demanded in accordance with Article 64, and the demand is not withdrawn, a declaration by the chairman of the meeting that a resolution has, on the show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

66. Procedure if poll demanded

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

67. Withdrawal of demand for poll

A demand for a poll may be withdrawn at any time before the poll is taken or the close of the meeting, whichever is earlier, but only with the consent of the chairman of the meeting. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

68. Time for taking poll

A poll demanded on the election of the chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the demand) and place and in such manner as the chairman of the meeting may direct. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll.

69. Continuance of other business

The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

70. Votes on a poll

On a poll, votes may be given either personally or by proxy. A Member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

71. Objections or errors in voting

If:

71.1.1 any objection is raised to the qualification of any voter; or

71.1.2 it is alleged that any votes have been counted which should not have been counted or which might have been rejected; or

71.1.3 any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or allegation made in good time shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

72. Votes of Members

Subject to the Statutes, any special rights or restrictions as to voting attached to any shares or class of shares and to the provisions of these Articles, on a show of hands every Member who is present in person shall have one vote and on a poll every Member who is present in person or by proxy shall have one vote for every share of which he is the holder.

73. Votes of joint holders

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 and, for this purpose, seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.

74. Votes of incapable Members

Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any Member on the ground (however formulated) of mental disorder or being otherwise incapable of managing his affairs, the Board may in its absolute discretion, upon or subject to production of such evidence of appointment (otherwise than by electronic communication) as the Board may require, permit such receiver or other person on behalf of such Member to vote in person or by proxy at any general meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

75. Suspension of voting rights

No Member shall, unless the Board otherwise determines, be entitled to vote (whether personally or by proxy) at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings of the Company, if any call or other sum presently payable by him to the Company in respect of shares in the Company remains unpaid.

Proxies

76. Execution of an appointment of proxy

76.1 If the appointment of a proxy is:

76.1.1 in hard copy form, it shall be executed under the hand of the appointor or of his attorney authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign it;;

76.1.2 in electronic form, it shall be executed by or on behalf of the appointor.

76.2 Subject as provided in this Article, in the case of an appointment of proxy purporting to be executed on behalf of a corporation by an officer of that corporation it shall be assumed, unless the contrary is shown, that such officer was duly authorised to do so on behalf of that corporation without further evidence of that authorisation.

76.3 The Board may (but need not) allow proxy appointments to be made in electronic form, and if it does it may make such appointments subject to such stipulations, conditions or restrictions, and require such evidence of valid execution, as the Board thinks fit.

76.4 A proxy need not be a Member of the Company.

77. Times for deposit of an appointment of proxy

77.1 The appointment of a proxy shall:

77.1.1 if in hard copy form, be deposited at the Office (or at such other address within the United Kingdom as is specified for the purpose in the notice convening the meeting or in the instrument) not less than 48 hours, ignoring any part of a day that is not a working day, before the time of the holding of the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

77.1.2 if in electronic form, where an address has been specified for the purpose of receiving documents or information by electronic means:

- (a) in the notice convening the meeting, or
- (b) in any instrument of proxy sent out by the Company in relation to the meeting, or
- (c) in any invitation to appoint a proxy by electronic means issued by the Company in relation to the meeting,

be received at such address not less than 48 hours, ignoring any part of a day that is not a working day, before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

77.1.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received in that manner after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

77.1.4 where the 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 of the meeting or to any director,

provided in each case that the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board, has been received in hard copy form (or, to the extent the Directors think fit, in electronic form) at the Office, or at such other address or place within the United Kingdom as is specified for the purpose in the notice convening the meeting or in the instrument, no later than the latest time for receipt of the appointment of proxy. An appointment of proxy that is not deposited, delivered or received in a manner so permitted shall be invalid.

77.2 Except as provided otherwise in any terms and conditions issued, endorsed or adopted by the Board to facilitate the appointment by Members of more than one proxy to exercise all or any of the Member's rights at a meeting, when two or more valid but differing appointments of proxy are deposited, delivered or received in respect of the same share for use at the same meeting, the one which is last deposited, delivered or received (regardless of its date or of the date of execution) shall be treated as replacing the others as regards that share; if the Company is unable to determine which was last deposited, delivered or received, none of them shall be treated as valid in respect of that share. The deposit, delivery or receipt of an appointment of a proxy shall not preclude a Member from attending and voting in person at the meeting or poll concerned.

78. Form of appointment of proxy

78.1 The appointment of a proxy shall be in any usual form or any other form that the Board may approve and may relate to more than one meeting. The Board may, if it thinks fit but subject to the Statutes, include with the notice of any meeting forms of appointment of proxy for use at the meeting.

78.2 Appointments of proxies may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.

78.3 A Member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him. The appointment of a proxy shall be deemed to include all the relevant Member's rights to attend and speak at the meeting and vote in respect of the share or shares concerned (but so that each proxy appointed by that Member may vote on a show of hands notwithstanding that the Member would only have had one vote if voting in person, and may demand or join in demanding a poll as if the proxy held the share or shares concerned) and, except to the extent that the appointment comprises instructions to vote in a particular way, to permit the proxy to vote or abstain as the proxy thinks fit on any business properly dealt with at the meeting, including a vote on any amendment of a resolution put to the meeting or on any motion to adjourn.

- 78.4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one Member entitled to vote on the resolution and:
- 78.4.1 has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it; or
 - 78.4.2 has been instructed to vote the same way (either for or against) on the resolution by all of those Members except those who have given the proxy discretion as to how to vote on the resolution,

the proxy is entitled to one vote for and one vote against the resolution.

- 78.5 The appointment shall, unless the contrary is stated in it, be as valid for any adjournment of the meeting as for the meeting to which it relates (regardless of any change of date, time or place effected in accordance with these Articles).

79. Validity of proxy

Subject to the Statutes, a vote given or poll demanded by proxy shall be valid, notwithstanding the previous determination of the proxy's authority unless notice of such determination was received by the Company at the Office (or at such other place at which the appointment of proxy was duly deposited or, where the appointment of the proxy was in electronic form, at the address at which such appointment was duly received) not later than the last time at which an appointment of proxy should have been deposited, delivered or received in order to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll demanded.

80. Maximum validity of proxy

A valid appointment of proxy shall cease to be valid after the expiration of 12 months from the date of its execution except that it will remain valid after that for the purposes of a poll or an adjourned meeting if the meeting at which the poll was demanded or the adjournment moved was held within the 12-month period.

Suspension of rights for non-disclosure of interest

81. Suspension of voting and other rights

- 81.1 If a Member, or any other person appearing to be interested in shares held by that Member, has been given a notice under section 793 of the Companies Act 2006 (a **"Disclosure Notice"**) and has failed in relation to any shares (the **"default shares"**) to give the Company the information required by such notice within 14 days of the date of such notice, then at any time after the expiry of such period the Board may, in its absolute discretion, by notice (a **"Default Notice"**) direct to such Member that:
- 81.1.1 the Member shall not be entitled in respect of the default shares to be present or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll; and
 - 81.1.2 where the default shares represent at least 0.25 per cent of the issued shares of the Company or the class in question, the Default Notice may additionally direct that:

- (a) any dividend (including shares issued in lieu of dividends) or other moneys payable in respect of the default shares shall be withheld by the Company, which shall not have any obligation to pay interest on it; and
 - (b) no transfer, other than an excepted transfer, of any shares held by the Member shall be registered unless the Member is not himself in default as regards supplying the information required and the transfer is of part only of the Member's holding and when lodged for registration is accompanied by a certificate from the Member in a form satisfactory to the Board 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.
- 81.2 The Company shall send a copy of any Default Notice to each other person appearing to be interested in the default shares, but the failure to do so, or the non-receipt of a copy by any such person, shall not invalidate such notice.
- 81.3 Any new shares in the Company issued in right of any default shall also be subject to such notice, and the Board may make any right to an allotment of the new shares subject to restrictions corresponding to those which will apply to those shares by reason of the Default Notice when such shares are issued.
- 81.4 Any Member on whom a Default Notice has been served may at any time request the Company to give in writing the reason why the Default Notice has been served, or why it remains uncanceled, and within 14 days of receipt of such a request the Company shall give that information accordingly.
- 81.5 Where any sanctions imposed under Article 81.1 apply in relation to any shares, they shall cease to have effect seven days after the earlier of (a) receipt by the Board of notice that such shares are the subject of an excepted transfer and (b) due compliance, to the satisfaction of the Board, with the Disclosure Notice. The Company may at any time at its discretion cancel or suspend any Default Notice or exclude any shares from it. Where any Default Notice is cancelled or ceases to have effect, any dividends and other moneys withheld by reason of that notice shall be paid without interest to the person who would but for the notice have been entitled to them or as he may direct.
- 81.6 This Article is in addition to, and shall not in any way prejudice or affect the statutory rights of the Company arising from any failure by any person to give any information required by a Disclosure Notice within the time specified in it. For the purpose of this Article, a Disclosure Notice may require any information to be given before the expiry of 14 days from the date of the notice.
- 81.7 In this Article:
 - 81.7.1 an **"excepted transfer"** means
 - (a) a transfer pursuant to acceptance of a take over offer (as defined in Part 28 of the Companies Act 2006);
 - (b) a transfer in consequence of a sale of the entire interest in the shares the subject of the transfer on a recognised investment exchange or on any other stock exchange outside the United Kingdom on which shares in the Company of that description are normally traded; or

- (c) a transfer in consequence of a sale of such an entire interest otherwise than on any such stock exchange to a person who had no interest in those shares at the time the relevant Disclosure Notice was served and who is not an associate (within the meaning of section 435 of the Insolvency Act 1986) of, nor is acting in concert (within the definition of that expression in the City Code on Take-overs and Mergers) with, a person appearing to be interested in the shares the subject of the transfer;
- 81.7.2 a **“person appearing to be interested”** in any shares means any person named in a response to a Disclosure Notice as being so interested or shown in any register kept by the Company under the Statutes as so interested or, taking into account any response or failure to respond to such notice or to any other statutory notice or any other relevant information, any person who the Company has reasonable cause to believe is so interested; and
- 81.7.3 references to a person having failed to give the Company the information required by a Disclosure Notice, or being in default as regards supplying such information, include (without limitation) (i) references to his having failed or refused to give all or any part of it and (ii) references to his having given information which he knows to be false in a material particular or his having recklessly given information which is false in a material particular.
- 81.8 Notwithstanding anything to the contrary in this Article, no restriction shall apply by virtue of this Article to the extent that applying the restriction would contravene the Regulations.

Directors

82. Number of directors

Unless otherwise determined by ordinary resolution of the Company, the number of directors (disregarding alternate directors) shall not be less than three nor more than twelve in number. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number but, if and for so long as the number of directors is reduced below the minimum number fixed by these Articles, the continuing directors or director may act for the purpose of filling vacancies or of summoning general meetings of the Company but not for any other purpose.

83. No shareholding qualification required

A director shall not be required to hold any shares of the Company by way of qualification.

84. Power of Company to appoint directors

Subject to the provisions of these Articles and the Statutes, the Company may by ordinary resolution appoint any person who is willing to act to be a director either to fill a vacancy or as an additional director but so that the total number of directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles.

85. Power of Board to appoint directors

Without prejudice to the power of the Company in general meeting to appoint any person to be a director, the Board may appoint any person who is willing to act to be a director either to fill a vacancy or as an additional director but so that the total number of directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles. Any person so appointed by the Board shall hold office until the next annual general meeting and shall then be

eligible for re-election, but shall not be taken into account in determining the number or the identity of directors who are to retire by rotation at such meeting.

Retirement and removal of Directors

86. Identity of directors to retire

Each director shall retire from office at the annual general meeting unless he was appointed or re-appointed as a director at either of the last two annual general meetings before that meeting.

87. Rotation vacancies

The Company may, at the meeting at which a director retires by rotation, by ordinary resolution fill the vacated office. If the Company does not fill the vacancy, the retiring director shall, if willing to continue to act, be deemed to have been re-appointed unless at such meeting it is expressly resolved not to fill such office or a resolution for the re-appointment of such director has been put to the meeting and lost.

88. Position of retiring directors

A director who retires (whether by rotation or otherwise) at an annual general meeting may, if willing to continue to act, be reappointed. If he is not reappointed or deemed to be reappointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the conclusion of the meeting.

89. Eligibility for appointment

No person, other than a director retiring by rotation at an annual general meeting shall, unless recommended by the Board for election, be eligible for appointment or reappointment as a director at any general meeting unless not less than seven nor more than 42 clear days before the date appointed for the meeting there shall have been lodged at the Office notice in writing signed by a Member (other than the person to be proposed) qualified to vote at the meeting (or received by electronic communication at the address specified for the purpose of receiving electronic communications in an electronic communication containing the notice of meeting) of his intention to propose such person for appointment or reappointment and also notice in writing signed by the person to be proposed of his willingness to be appointed or reappointed.

90. Individual appointments

A resolution for the appointment of two or more persons as directors by a single resolution shall be void unless a resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against it.

91. Removal by special resolution

In addition to any power of removal conferred by the Statutes, the Company may by special resolution remove any director before the expiration of his period of office notwithstanding anything in 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 and may (subject to these Articles) by ordinary resolution appoint another person who is willing to act to be a director in his place. Any person so appointed shall be treated for the purpose of determining the time at which he or any other director is to retire by rotation as if he had become a director on the day on which the director in whose place he is appointed was last appointed or reappointed a director.

92. Vacation of office by directors

- 92.1 Without prejudice to the provisions for retirement by rotation or otherwise contained in these Articles, the office of a director shall be vacated as soon as:
- 92.1.1 notification is received by the Company from the director that he is resigning from office as director, and such resignation has taken effect in accordance with its terms;
 - 92.1.2 a bankruptcy order is made against him or he makes any arrangement or composition with his creditors generally in satisfaction of his debts;
 - 92.1.3 a registered medical practitioner who is treating him gives a written opinion to the Company stating that the director has become physically or mentally incapable of acting as a director and may remain so for more than three months or, by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights that he would otherwise have;
 - 92.1.4 without the permission of the Board, he is absent from meetings of the Board for six consecutive months (whether or not an alternate appointed by him attends) and the Board resolves that his office is vacated;
 - 92.1.5 he ceases to be a director by virtue of the Statutes or is prohibited by law from being a director or is removed from office under these Articles;
 - 92.1.6 notice in writing that he is to vacate office executed by or on behalf of all the directors other than him, or any alternate for him who is not an alternate for another director or himself a director, is delivered to the Office or tendered at a meeting of the Board, provided those directors are not less than three in number. Separate notices in substantially the same form each executed by or on behalf of one or more of those directors shall together be as effective as a single notice signed by all of them; or
 - 92.1.7 his contract of service as a director expires or is terminated without being renewed within 14 days.

Remuneration of Directors

93. Directors' fees

Each of the directors (other than alternate directors) shall be entitled to be paid a fee for his services at such rate as may be determined by the Board or by a committee of the Board, provided that the aggregate sum of all fees so paid to directors (excluding amounts payable under any other provision of these Articles) shall not exceed £750,000¹ per annum or such higher amount as may from time to time be fixed by ordinary resolution of the Company.

94. Additional remuneration

Any director holding any executive office (including for this purpose the office of chairman or deputy chairman whether or not such office is held in an executive capacity) or who goes or resides abroad for any purposes of the Company or serves on any committee or performs services which, in the opinion of the Board or any committee of the Board, are outside the scope of the ordinary duties of a director, may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee of the

¹ Adopted by special resolution on 23 July 2015. Previously £500,000.

Board may in its discretion decide in addition to or in lieu of any remuneration paid to, or provided for, such director by or pursuant to any other of these Articles.

95. Expenses

Each director may be paid his reasonable travelling, hotel and other incidental expenses of attending and returning from meetings of the Board or any committee of the Board or general meetings of the Company or any other meeting which, as a director, he is entitled to attend or otherwise in connection with the discharge of his duties as a director.

96. Pensions and gratuities for directors

The Board or any committee of the Board may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or otherwise, for any director or former director who has held but no longer holds any executive office or employment (which for the purpose of this Article shall include the chairmanship of the Board) with the Company or with any body corporate which is or has been its subsidiary or any predecessor in business of the Company or any such subsidiary and for any member of his family (including a spouse or 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. No director or former director shall be accountable to the Company or the Members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.

Alternate Directors

97. Alternate directors

- 97.1 Any director may at any time by notice in writing executed by the director and deposited at the Office, or delivered at a meeting of the Board, or in any other manner (including by electronic communication) approved by the Board, appoint any person (including another director) to be his alternate and may in the same manner at any time terminate such appointment. Such appointment, unless previously approved by the Board or unless the person so appointed is already a director, shall have effect only upon and subject to its being so approved.
- 97.2 If his appointor so requests, an alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Board or of committees of the Board of which his appointor is a member. He shall also be entitled to attend and vote and be counted in the quorum as a director at any such meeting (or for any part of any such meeting) at which the director for whom he is appointed an alternate is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director.
- 97.3 Every person acting as an alternate director shall be an officer of the Company and shall (except as regards power to appoint an alternate director and entitlement to remuneration) be subject in all respects to the provisions of these Articles relating to directors. An alternate director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the director appointing him.
- 97.4 An alternate director shall be entitled to be paid expenses and to be indemnified to the same extent as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any fee in his capacity as an alternate director

except only such part (if any) of the remuneration otherwise payable to the director by whom he is appointed as such director may by notice in writing to the Company from time to time direct.

- 97.5 If he shall attend any such meeting as an alternate for more than one director he shall have one vote for each director for whom he acts as an alternate, in addition to his own vote if he is a director but he shall count as only one for the purpose of determining whether a quorum is present. Execution by an alternate director of any resolution in writing of the Board shall, unless the notice of his appointment provides to the contrary, be effective as execution by his appointor.
- 97.6 An alternate director may be removed from office at any time by a resolution of the Board. The appointment of an alternate director shall automatically cease if his appointor ceases to be a director except that, if at any meeting a director retires by rotation or otherwise but is reappointed or deemed to be reappointed at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.

Directors' Interests

98. Transactions between a director and the Company or a company in which the Company is interested

- 98.1 Subject to the Statutes, a director notwithstanding his office:
- 98.1.1 may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with the office of director and may act by himself or through his firm in a professional capacity for the Company (otherwise than as Auditor) and in either such case on such terms as to remuneration (whether by way of salary, commission, participation in profits or otherwise) and otherwise as the Board may determine, and any such remuneration shall be either in addition to or in lieu of any remuneration provided for, by or pursuant to any other Article;
 - 98.1.2 may be a party to, or otherwise interested in, any contract with the Company or in which the Company is otherwise interested;
 - 98.1.3 may be a director or other officer of, or employed by, or a party to any contract with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment; and
 - 98.1.4 shall not, by reason of his office, be accountable to the Company for any remuneration or benefit which he derives from any such office or employment or from any such contract or from any interest in such body corporate and no such office, employment or contract shall be liable to be avoided on the ground of any such interest or benefit and nor shall the receipt of such remuneration or benefit constitute a breach of his duty under the Companies Act 2006 not to accept benefits from third parties

provided that he has disclosed to the Board the nature and extent of any material interest of his, but no such disclosure shall be necessary of any interest in a transaction or arrangement that would not be required to be declared by the director under the Statutes, and 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 or arrangement of the nature and extent so specified, and for the purposes of

this Article 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.

- 98.2 The Board may cause any voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of either of such powers in favour of a resolution appointing the directors, or any of them, to be directors or officers of the other company, or in favour of the payment of remuneration to the directors or officers of the other company.
- 98.3 Except as otherwise provided by these Articles, a director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board or of a committee of the Board concerning any matter in which he has to his knowledge, directly or indirectly, an interest (other than his interest in shares or debentures or other securities of, or otherwise in or through, the Company) or duty which (together with any interest of a person connected with him) is material and, if he shall do so, his vote shall not be counted. A director shall be entitled to vote on and be counted in the quorum in respect of any resolution concerning any of the following matters:
- 98.3.1 the giving to him of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of, the Company or any of its subsidiary undertakings;
 - 98.3.2 the giving by the Company of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
 - 98.3.3 his subscribing or agreeing to subscribe for, or purchasing or agreeing to purchase, any shares, debentures or other securities of the Company or any of its subsidiary undertakings as a holder of securities, or his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the Company or any of its subsidiary undertakings for subscription, purchase or exchange;
 - 98.3.4 any contract concerning any company (not being a company in which the director owns one per cent. or more (as defined in this Article)) in which he is interested, directly or indirectly, and whether as an officer, shareholder, creditor or otherwise;
 - 98.3.5 any arrangement for the benefit of employees of the Company or any of its subsidiary undertakings under which he benefits in a similar manner as the employees and which does not accord to any director as such any privilege or advantage not accorded to the employees to whom the arrangement relates;
 - 98.3.6 any contract concerning any insurance which the Company is empowered to purchase or maintain for, or for the benefit of, any directors or for persons who include directors; or
 - 98.3.7 any indemnity permitted by these Articles (whether in favour of the director or others as well) against any costs, charges, expenses, losses and liabilities sustained or incurred by him as a director of the Company or of any of its subsidiary undertakings, or any proposal to provide funds to meet any expenditure incurred or to be incurred by him in defending himself in any criminal or civil proceeding in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any of its subsidiary undertakings, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes

of any application for relief under the Companies Act 2006, or in order to enable him to avoid incurring such expenditure.

- 98.4 A director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board concerning his own appointment, or the settlement or variation of the terms or the termination of his own appointment, as the holder of any office or place of profit with the Company or any company in which the Company is interested but, where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any company in which the Company is interested, a separate resolution may be put in relation to each director and in that case each of the directors concerned shall be entitled to vote on and be counted in the quorum in relation to each resolution which does not concern either: (a) his own appointment or the settlement or variation of the terms or the termination of his own appointment; or (b) the appointment of another director to an office or place of profit with a company in which the Company is interested and in which the director seeking to vote or be counted in the quorum is interested by virtue of owning of one per cent. or more (as defined in this Article).
- 98.5 A company shall be deemed to be a company in which a director owns one per cent. or more if and so long as he is directly or indirectly the holder of or beneficially interested in one per cent. or more of any class of the equity share capital of such company or of the voting rights available to Members of such company. For this purpose, there shall be disregarded any shares held by a director as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the director's interest is in reversion or remainder (if and so long as some other person is entitled to receive the income from such trust) and any shares comprised in an authorised unit trust scheme in which the director is interested only as a unit holder.
- 98.6 Where a company in which a director owns one per cent. or more is materially interested in a contract, he shall also be deemed to be materially interested in that contract.
- 98.7 For the purposes of this Article, an interest of a person who is, for any purpose of the Statutes (excluding any statutory modification of it not in force when this Article becomes binding on the Company), 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.
- 98.8 References in this Article to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.
- 98.9 If any question shall arise at any meeting of the Board as to the materiality of the interest of a director (other than the chairman of the meeting) or as to the entitlement of any director (other than the chairman of the meeting) to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be referred to the chairman of the meeting and his ruling in relation to the director concerned shall be conclusive except in a case where the nature or extent of his interest (so far as it is known to the director) has not been fairly disclosed to the Board. If any question shall arise in respect of the chairman of the meeting, the question shall be decided by resolution of the Board (for which purpose the chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the chairman of the meeting (so far as it is known to him) has not been fairly disclosed to the Board.
- 98.10 Subject to the Statutes and the listing rules (as they may be amended from time to time) of the UK Listing Authority, the Company may by ordinary resolution suspend or relax the provisions

of this Article to any extent or ratify any contract not properly authorised by reason of a contravention of this Article.

99. Conflicts of interest requiring Board authorisation

99.1 The Board may, provided the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching his duty under the Companies Act 2006 to avoid conflicts of interest.

99.2 Any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict. Such proposal and any authority given by the Board shall be effected in the same way that any other matter may be proposed to and resolved upon by the Board under the provisions of these Articles, except that the director concerned and any other director with a similar interest:

99.2.1 shall not count towards the quorum at the meeting at which the conflict is considered;

99.2.2 may, if the other members of the Board so decide, be excluded from any Board meeting while the conflict is under consideration; and

99.2.3 shall not vote on any resolution authorising the conflict except that, if he does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted.

99.3 Where the Board gives authority in relation to such a conflict:

99.3.1 the Board may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned and any other director with a similar interest as it may determine, including, without limitation, the exclusion of that director and any other director with a similar interest from the receipt of information, or participation in any decision-making or discussion (whether at meetings of the Board or otherwise) related to the conflict;

99.3.2 the director concerned and any other director with a similar interest will be obliged to conduct himself in accordance with any terms imposed by the Board from time to time in relation to the conflict but will not be in breach of his duties as a director by reason of his doing so;

99.3.3 the authority may provide that, where the director concerned and any other director with a similar interest obtains information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;

99.3.4 the authority may also provide that the director concerned or any other director with a similar interest shall not be accountable to the Company for any benefit that he receives as a result of the conflict;

99.3.5 the receipt by the director concerned or any other director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties;

99.3.6 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and

99.3.7 the Board may withdraw the authority at any time.

Powers and duties of the Board

100. General powers vested in Board

Subject to the Statutes and the Constitution and any directions given by the Company in general meeting by special resolution, the business and affairs of the Company shall be managed by the Board, which may exercise all powers of the Company, whether relating to the management of the business of the Company or otherwise. Neither the adoption of these Articles nor any alteration to the Constitution and no special resolution shall invalidate any prior act of the Board which would have been valid if these Articles had not been adopted or that alteration had not been made or that resolution had not been passed. The general powers given by this Article shall not be limited or restricted by any special power given to the Board by any other Article.

101. Delegation to committees

101.1 The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) to committees consisting of such person or persons (whether a member or members of its body or not) as it thinks fit, save that persons who are not directors shall constitute less than one-half of the total number of persons serving from time to time on any such committee. Any committee so formed shall in the exercise of the powers, authorities and discretions so delegated conform to any regulations which may from time to time be imposed on it by the Board. The power to delegate under this Article includes, without limitation, the power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any director. Insofar as any such powers, authorities and discretions are so delegated, any reference in these Articles to the exercise by the Board of such powers, authorities and discretions shall be read and construed as if it were a reference to any such committee. Subject to any restriction on sub-delegation imposed by the Board, any committee so formed may exercise its power to sub-delegate by sub-delegating to any person or persons (whether or not a member or members of the Board or of such committee).

101.2 The Board may establish any divisional, departmental, regional, local or area boards, divisions or managing agencies for introducing, conducting or managing all or any of the business or affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons (whether directors or not) to be members of such boards, divisions or managing agencies and may appoint any person to be regional directors, local directors, divisional directors, area directors, advisory directors, managers or agents and may fix the remuneration of any persons so appointed, and may delegate to any such board, division, or managing agency and to any regional director, local director, divisional director, area director, advisory director, manager or agent (including any such appointed prior to the date of adoption of this Article) any of the powers, authorities and discretions vested in the Board, with power to sub-delegate, and may authorise the members of any such boards, divisions or managing agencies, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit. The Board may remove any persons so appointed, and may revoke, suspend or vary any such delegation but no person dealing in good faith and without notice of any such revocation, suspension or variation shall be affected thereby. A regional director, local director, divisional director, area director, advisory director, manager or agent appointed under the terms of this Article shall not be a member of the Board and shall not be entitled to be present at any meeting of the Board except at the request of the Board and, if present at such request, he shall not be entitled to vote thereat and any such person as aforesaid shall not be a director within the meaning of the expression in any statute or in these Articles and shall have no power under the

terms of this Article to enter into any contract or transact any business on behalf of the Company except to the extent (if any) specifically authorised by the Board. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board.

102. Power to appoint attorneys

The Board may, by power of attorney or otherwise, appoint any person to be the agent or attorney of the Company for such purposes and upon such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). Any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the directors may think fit.

103. Executive directors

- 103.1 The Board may from time to time appoint one or more directors to hold any employment or executive office with the Company, including that of managing director, for such period (subject to the Statutes) and upon such other terms as the Board may in its discretion decide and may revoke or terminate any such appointment. The Board may entrust to and confer upon any such director or directors any of the powers, authorities and discretions exercisable by it, either collaterally with or to the exclusion of its own powers. The appointment of any director to any executive office shall automatically determine if he ceases for any reason to be a director of the Company. Any revocation or termination of such an appointment shall be without prejudice to any claim for damages that such director may have against the Company or the Company may have against such director for any breach of any contract of service between him and the Company.
- 103.2 The Board may from time to time appoint any person to any office or employment having a descriptive 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 at any time determine 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 with the Company shall not imply that the holder of the office is a director of the Company nor shall such holder thereby be empowered in any respect to act as a director of the Company or be deemed to be a director for any of the purposes of the Statutes or these Articles.

104. The Company’s name

- 104.1 Subject to the Statutes and any directions given by the Company in general meeting by special resolution, the Board may from time to time change the name of the Company to any name considered by the Board to be advantageous, expedient or otherwise desirable.

105. Borrowing powers

- 105.1 Subject as hereinafter provided, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and assets (present and future) and uncalled capital or any part thereof and (subject to the provisions of the Statutes) 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.
- 105.2 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 subsidiary undertakings (if

any) so as to secure (as regards such subsidiary undertakings so far as by such exercise it can secure) that the aggregate amount for the time being remaining outstanding of moneys borrowed or secured by the Company and by any subsidiary undertakings of the Company (exclusive of inter-company transactions so long as the indebtedness in respect thereof is owned by the Company or a subsidiary undertaking) shall not at any time without the previous sanction of an ordinary resolution of the Company exceed an amount equal to three times the adjusted capital and reserves.

105.3 For the purposes of this Article:

“adjusted capital and reserves” means at any time the aggregate of:

- 105.3.1 the amount paid up or credited as paid up on the issued share capital of the Company; and
- 105.3.2 the amounts standing to the credit of the capital and revenue reserves of the Company and its subsidiary undertakings (including without limitation any share premium account, capital redemption reserve fund and profit and loss account) and after deducting any deficit for the time being on the profit and loss account;

all as shown in the then latest audited consolidated balance sheet of the Company and its subsidiary undertakings; but

- 105.3.3 adjusted as may be appropriate to reflect any variation since the date of such balance sheet in the amount of such paid-up share capital or the amount standing to the credit of such reserves (other than profit and loss account) including any variation which has resulted from the acquisition or disposal of a subsidiary undertaking, or which would result from any transaction to be carried out contemporaneously with the transaction in relation to which adjusted capital and reserves falls to be computed;
- 105.3.4 deducting an appropriate amount for any distribution out of profits earned prior to the date of such balance sheet and declared or made since that date but not provided for therein; and
- 105.3.5 after making such other adjustments (if any) as the Auditor may consider appropriate.

“borrowings” shall (subject to the following provisions of this Article 105) include the following (together in each case with any fixed or minimum premium payable on final repayment) except to the extent that the same shall otherwise have been taken into account as borrowings and exclusive of amounts for the time being owing by the Company to a subsidiary undertaking or by a subsidiary undertaking to the Company or another subsidiary undertaking:

- 105.3.6 the nominal amount of any share capital of a subsidiary undertaking (not being equity share capital) beneficially owned otherwise than by the Company or a subsidiary undertaking;
- 105.3.7 the nominal amount of any share capital issued the repayment whereof is guaranteed by the Company or a subsidiary undertaking;
- 105.3.8 the principal amount of all debentures issued by the Company or any subsidiary undertaking; and
- 105.3.9 the principal amount raised by acceptances by the Company or by any subsidiary undertaking or by any bank or accepting house under any acceptance credit opened on behalf of the Company or any subsidiary undertaking;

provided that amounts borrowed for the express purpose of repaying borrowings (including any premium payable on such repayment) and so applied within four months of the borrowing thereof shall not pending such application be taken into account.

the “**Group**” means the Company and its subsidiary undertakings other than those subsidiary undertakings authorised or required to be excluded from consolidation in the Company or group accounts pursuant to section 405 of the Companies Act 2006.

- 105.4 A certificate or report by the Auditor as to the amount of the adjusted capital and reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article. Nevertheless for the purposes of this Article 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 limit contained in Article 105.2 is inadvertently exceeded, an amount borrowed equal to the excess may be disregarded until the expiration of 90 days after the date on which by reason of a determination of the Auditor or otherwise the Board becomes aware that such a situation has or may have arisen. Save as otherwise provided in this Article, the consolidated audited balance sheet shall be definitive for the purposes of establishing the amount of adjusted capital and reserves.
- 105.5 No person dealing with the Company or any of its subsidiary undertakings shall be concerned to see or enquire whether the limit imposed by the provisions of this Article is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or security given, express notice that the said limit had been or would thereby be exceeded.

106. Provision for employees

The Board may exercise any power conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

Proceedings of the Board

107. Board meetings

The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the Secretary on the requisition of a director shall, summon a meeting of the Board.

108. Quorum

The quorum necessary for the transaction of the business of the Board may be fixed from time to time by the Board and, unless so fixed at any other number, shall be two. A meeting of the Board at which a quorum is present shall be competent to exercise all powers, authorities and discretions for the time being vested in or exercisable by the Board. Subject to the provisions of these Articles 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 that meeting if no other director objects and if otherwise a quorum of directors would not be present.

109. Appointment of chairman

The Board may appoint a director to be the chairman or the deputy chairman of the Board and determine the period for which each is to hold office. Unless he is unwilling to do so, the

chairman or, failing him, the deputy chairman shall act as chairman of every meeting of the Board. If no chairman or deputy chairman is appointed, or if at any meeting neither is willing to act or be present within five minutes after the time appointed for commencing the same, the directors present may choose one of their number to be chairman of the meeting.

110. Voting

Questions arising at any meeting of the Board shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

111. Resolutions in writing

A resolution in writing or (provided it is in writing) by electronic communication executed by all the directors for the time being entitled to receive notice of a meeting of the Board (if that number is sufficient to constitute a quorum) or of a committee shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of that committee, duly convened and held. The resolution may be contained in one document or electronic communication or in several documents or electronic communications in similar form each executed or sent by one or more of the directors or of the members of the committee concerned.

112. Participation by telephone

All or any of the members of the Board or any committee of the Board may participate in a meeting of the Board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

113. Validity of acts

All acts done by the Board or by any committee of the Board or by any person acting as a director or as a member of a committee, shall, notwithstanding that it is afterwards discovered there was some defect in the appointment of any person so acting, or that any such person was disqualified or had vacated office, be as valid as if every such person had been properly appointed and was qualified and had continued to be a director or member of the committee.

Untraced Members

114. Untraced Members

114.1 The Company shall be entitled to sell at the best price reasonably obtainable any share of a Member or any share to which a person is entitled by transmission if and provided that:

114.1.1 for a period of 12 years no cheque or warrant sent by the Company in the manner authorised by these Articles has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission, provided that in such period of 12 years the Company has paid at least three dividends, whether interim or final, on or in respect of the share in question and no such dividend has been claimed; and

114.1.2 the Company has, on or after the expiration of such period of 12 years, by advertisement in both a daily newspaper with a national circulation and in a newspaper circulating in the area in which the last known address of the Member or

the address at which service of notices may be effected in accordance with these Articles is located, given notice of its intention to sell such share (but so that such advertisements need not refer to the names of the holder(s) of the share or identify the share in question); and

- 114.1.3 the Company has not, during the further period of three months after the publication of the advertisements and prior to the exercise of the power of sale, received any communication from the Member or person entitled by transmission; and
 - 114.1.4 the Company has first given notice in writing to the UK Listing Authority of its intention to sell such shares.
- 114.2 If, during any 12 year period or three month period referred to in paragraphs (1) and (3) of Article 114.1, further shares have been issued in right of any shares held at the beginning of such period or in right of any shares issued during either of such periods and all the requirements of Article 114.1 have been satisfied in regard to the further shares, the Company may also sell such further shares.
- 114.3 To give effect to any such sale the Board may authorise some person to execute as transferor an instrument of transfer of the said shares, or in the case of shares for the time being in uncertificated form, to authorise in the name of the holder any person to transfer such shares in accordance with the facilities and requirements of the Relevant System concerned in each case to the purchaser, and such instrument of transfer or transfer (as the case may be) shall be as effective as if it had been executed or authorised by the registered holder of, or the person entitled by transmission to, such shares and the purchaser shall not be bound to see to the application of the purchase monies nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The Board shall be entitled to register any transfer of shares in certificated form notwithstanding that no certificate representing such shares is produced. The net proceeds of the sale shall belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former holder of, or person entitled by transmission to, the shares for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any monies earned from the net proceeds which may be employed in the business of the Company or as the Board may from time to time think fit.

Company Secretary

115. Appointment and removal of Secretary

The Secretary shall be appointed by the Board on such terms and for such period as it may think fit, having regard to the provisions of the Statutes regarding the qualifications of company secretaries. If thought fit, two or more persons may be appointed as joint secretaries. Any Secretary so appointed may at any time be removed by the Board.

116. Assistant or deputy secretaries

The Board may from time to time appoint an assistant or deputy secretary who, during such time as there may be no Secretary or no Secretary capable of acting, may act as Secretary and do any act authorised or required by these Articles or by law to be done by the Secretary. The signature of any document as Secretary by such assistant or deputy secretary shall be conclusive evidence that at the time of a signature there was no Secretary or no Secretary capable of acting.

The Seal

117. Use of Seal

- 117.1 The Seal shall only be used by the authority of the Board or of a committee authorised by the Board in that behalf and, unless otherwise decided by the Board or any such committee, any document to which the Seal is applied must also be signed by at least one authorised person in the presence of a witness who attests the signature. For the purposes of this Article, an authorised person is any Director, the Company Secretary or any person authorised by the Board or such committee for the purpose of signing documents to which the Seal is applied.

Authentication of documents

118. Authentication of documents

Any director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents or other communications affecting the Constitution and any resolutions passed by the Company or the Board or any committee and any books, records, documents, accounts and other communications relating to the business of the Company and to certify copies or extracts as true copies or extracts. A document or other communication purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company, the Board or any committee which is certified as such in accordance with this Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith of such document or other communication that such resolution has been duly passed or, as the case may be, that such minute or extract is a true and accurate record of proceedings at a duly constituted meeting.

Dividends

119. Declaration of dividends

Subject to the Statutes, the Company may by ordinary resolution from time to time declare dividends in accordance with the respective rights and priorities of Members but no dividend shall exceed the amount recommended by the Board. No dividend shall be payable otherwise than out of the profits of the Company available for distribution and in accordance with the Statutes. Subject to the Statutes, the determination of the Board as to the amount of the profits of the Company at any time available for distribution by way of dividend shall be conclusive.

120. Fixed and interim dividends

The Board may from time to time declare and pay to the Members such interim dividends, and such fixed or other dividends payable upon any preference or other shares at stated times, as appear to the Board to be justified by the profits of the Company available for distribution. 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 in consequence of the payment of an interim dividend on any shares having non-preferred or deferred rights.

121. No interest

No dividend or other monies payable on or in respect of any share shall bear interest against the Company.

122. Calculation of dividends

Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide, all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share.

All dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares (otherwise than in advance of calls) during any portion or portions of the period in respect of which the dividend is paid.

123. Currency of dividends

The Board may agree with any Member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

124. Amounts due on shares may be deducted from dividends

The Board may deduct from any dividend or other moneys payable to a Member on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of shares of the Company.

125. Waiver of dividends

The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the holder thereof (or the person becoming entitled by transmission to the share) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

126. Unclaimed dividends

All dividends, interest or other sums payable unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. The retention by the Company of, or payment into a separate account of, any unclaimed dividend or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of it. Any dividend or interest unclaimed after a period of 12 years from the date when it was declared or became due for payment shall be forfeited and shall revert to the Company.

127. Payment of dividends in specie

The Company may, upon the recommendation of the Board, by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid up shares or debentures of any other company) and the Board shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any assets to be distributed and may determine that cash may be paid to any Members upon the footing of the value so fixed in order to secure equality of distribution and may vest any such assets in trustees as may seem expedient to the Board.

128. Scrip dividends

The Board may, with the sanction of an ordinary resolution of the Company, offer holders of ordinary shares the right to elect to receive ordinary shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution. The following provisions shall apply:

- 128.1.1 The ordinary resolution may specify a particular dividend (whether or not already declared), or may specify all or any dividends declared within a specified period, but such period may not end later than the conclusion of the fifth annual general meeting following the date of the meeting at which the ordinary resolution is passed.
- 128.1.2 The entitlement of each such holder to new ordinary shares shall be such that the Relevant Value of such new shares shall be as nearly as possible equal to (but not in excess of) the cash amount (disregarding any tax credit) of the dividend that such holder elects to forego. For this purpose “**Relevant Value**” shall be calculated by reference to the average of the middle market quotations for the Company’s ordinary shares on the Official List of the UK Listing Authority, as derived from the Daily Official List, on the day on which the ordinary shares are first quoted “**ex**” the relevant dividend and the four subsequent dealing days, or in such other manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the Auditor as to the amount of the Relevant Value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the Auditor may rely on advice or information from brokers or other sources of information as it thinks fit.
- 128.1.3 No fraction of any share shall be allotted. The Board may make such provisions as it thinks fit for any fractional entitlements, including provisions whereby, in whole or in part, the benefit thereof accrues to the Company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any Member and such accruals or retentions are applied to the allotment by way of bonus to or cash subscription on behalf of such Member of fully paid ordinary shares and/or provisions whereby cash payments may be made to Members in respect of their fractional entitlements.
- 128.1.4 On or as soon as practicable after announcing that it is to declare or recommend any dividend, the Board, if it intends to offer an election in respect of that dividend, shall also announce that intention, and shall after determining the basis of allotment, if it decides to proceed with the offer, notify the holders of ordinary shares in writing of the right of election offered to them and shall send with, or following, such notification, forms of election and specify the procedure to be followed and place at which, and the latest date and time by which, elections must be lodged in order for the same to be effective. The Board shall not be required to send such notification to holders who have made an election in respect of future dividends in accordance with paragraph (9) below.
- 128.1.5 The Board shall not proceed with any election unless the Company has sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined.
- 128.1.6 The Board may exclude from any offer any holders of ordinary shares, if the Board believes that such exclusion is necessary or expedient in relation to legal or practical problems under the laws of, or the requirements of any regulatory body or stock exchange or other authority in, any territory or that for any other reason the offer should not be made to them.

- 128.1.7 The dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect of which an election has been made (the **“Elected Ordinary Shares”**) and instead additional ordinary shares shall be allotted to the holders of the Elected Ordinary Shares on the basis of allotment calculated as stated. For such purpose the Board shall capitalise out of any amount for the time being standing to the credit of any of the Company’s reserves (including any share premium account, capital redemption reserve fund or any other undistributable reserve) or any of the profits which could have been applied in paying dividends in cash as the Board may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on such basis and apply it in paying up in full the appropriate number of ordinary shares for allotment and distribution to and amongst the holders of the Elected Ordinary Shares.
- 128.1.8 The additional ordinary shares so allotted shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue save only as regards participation in the relevant dividend in respect of which such additional shares have been issued (or share election in lieu). Unless the Board otherwise determines (and subject always to the Regulations and the requirements of the Relevant System concerned), the ordinary shares so allotted shall be issued as shares in certificated form (where the ordinary shares in respect of which they have been allotted were certificated shares at the Scrip Record Time) or as shares in uncertificated form (where the ordinary shares in respect of which they have been allotted were uncertificated shares at the Scrip Record Time) provided that if the Company is unable under the facilities and requirements of the Relevant System concerned to issue ordinary shares in respect of the person entitled thereto as shares in uncertificated form able to be evidenced and transferred without a written instrument, such shares shall be issued as shares in certificated form; for these purposes, the **“Scrip Record Time”** means such time on the record date for determining the entitlements of Members to make elections as described in this Article, or on such other date, as the Board may in its absolute discretion determine.
- 128.1.9 The Board may also from time to time establish or vary a procedure for election mandates, under which a holder of ordinary shares may elect in respect of future rights of election offered to that holder under this Article until the election mandate is revoked in accordance with such procedure.

129. Payment procedure

Any dividend or other sum payable by the Company in respect of a share may be paid by cheque or warrant sent by post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of the shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means as the Board may in its absolute discretion think fit (subject always, in the case of shares in uncertificated form, to the facilities and requirements of the Relevant System concerned where payment is to be made by means of such Relevant System), to or through such person as the holder or joint holders may in writing direct, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of shares held by them. Where a person is entitled by transmission to a share, any dividend or other sum payable

by the Company in respect of the share may be paid as if he was a holder of the share and his address noted in the Register was his registered address.

130. Uncashed dividends

The Company may cease to send any cheque or warrant through the post (or to use any other method of payment) for any dividend payable in respect of a share in the Company if, either (i) in respect of at least two consecutive dividends payable on that share, the cheque or warrant has been returned undelivered or remains uncashed (or that other method of payment has failed), or (ii) following one such occasion reasonable enquiries have failed to establish any new address of the registered holder. Subject to the provisions of these Articles, the Company shall recommence sending cheques or warrants (or using another method of payment) for dividends payable on that share if the holder or person entitled by transmission so requests in writing. All dividends or other sums payable unclaimed after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed.

Record Dates

131. Record dates

Any resolution declaring a dividend on shares of any class, or making provision for any distribution, allotment or issue to the holders of shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to or after that on which the resolution is passed, or the dividend, distribution, allotment or issue is declared, paid or made.

Capitalisation of reserves

132. Power to capitalise reserves and funds

The Company in general meeting may at any time and from time to time on the recommendation of the Board resolve to capitalise any sum standing to the credit of any of the Company's reserve accounts (including without limitation the share premium account and capital redemption reserve) or any sum standing to the credit of profit and loss account (in each case whether or not such sum is available for distribution) by appropriating such sum to the holders of ordinary shares (including, without limitation, the Company to the extent that it holds ordinary shares as treasury shares) on the Register at the close of business on the date of the resolution (or such other date as may be specified in the resolution or determined as provided in the resolution) in proportion to their then holdings of ordinary shares and applying such sum on their behalf in paying up in full ordinary shares (or, with the approval of an ordinary resolution of the Company and subject to any special rights previously conferred on any shares or class of shares for the time being shares of any other class) for allotment and distribution credited as fully paid up to and amongst them in the proportions aforesaid or otherwise deal with such sum as directed by the resolution (provided, as regards the Company as holder of shares held as treasury shares, that such dealing is permitted by the Statutes). The Board may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Board to make such provision as it thinks fit for any fractional entitlements which would arise on the aforesaid basis (including provisions whereby fractional entitlements are disregarded or the benefit of such entitlements accrues to the Company rather than to the members concerned). The Board may authorise any person to enter into, on behalf of all the members interested, an agreement with the Company providing for any such capitalisation and matters incidental to the capitalisation and any agreement made under such authority shall be effective and binding on all concerned.

Minutes and books

133. Minutes and books

- 133.1 The Board shall cause minutes or records to be made in books provided for the purpose:
- 133.1.1 of all appointments of officers made by the Board;
 - 133.1.2 of the names of the directors present at each meeting of the Board or committee of the Board; and
 - 133.1.3 of all resolutions and proceedings at all meetings of the Company and of the holders of any class of shares in the Company and of the Board and of any committee of the Board.
- 133.2 Any register, index, minute book, book of account or other book required by these Articles or the Statutes to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner.

Accounts

134. Inspection of records

No Member or other person shall have any right of inspecting any accounting record or book or document of the Company except as conferred by statute or as ordered by a court of competent jurisdiction or as authorised by the Board or by ordinary resolution of the Company.

135. Copies to be sent to Members

- 135.1 A copy of every balance sheet and profit and loss account which are to be laid before a general meeting of the Company (including every document required by law to be comprised in or attached or annexed to such accounts) shall not less than 21 days before the date of the meeting be sent to every Member and every debenture holder of the Company and to every other person who is entitled to receive notice of meetings from the Company under the Statutes or these Articles provided that:
- 135.1.1 this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person of whose address the Company is not aware, but any Member or debenture holder to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office; and
 - 135.1.2 instead of the documents referred to above, the Company may send a summary financial statement prepared in accordance with the Statutes to any Member where so permitted by such Acts, and where it does so the statement shall be delivered or sent by post to the Member not less than 21 days before the date of the general meeting before which those documents are to be laid.
- 135.2 The Company shall forward to the UK Listing Authority such number of copies of such documents as may for the time being be required under its regulations or practice.

Auditor

136. Auditor

- 136.1 Subject to the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.
- 136.2 The Auditor shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any Member is entitled to receive and to be heard at any general meeting on any part of the business of the meeting which concerns him as Auditor.

Notices and other documents

137. Service of notices and other documents

- 137.1 Any notice or other document may (to the extent compatible with the nature of the thing served) be sent by electronic communication to an address for the time being notified (by the person wishing to receive the electronic communication) for that purpose to the person sending the communication.
- 137.2 Except insofar as the Statutes otherwise require, for electronic communications given by the Company to any Member (but not vice versa) the Company may treat an address notified for the purpose of any electronic communication as that Member's address for all electronic communications, whatever their content, until the Member notifies the Company otherwise. Otherwise, any notice or other document (including a share certificate) or other communication may to the extent compatible with the nature of the thing served be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid cover or by other delivery service in each case addressed to the Member at his registered address or, if he has no registered address within the United Kingdom, to the address (if any) within the United Kingdom supplied by him to the Company as his address for the service of notices or by any other means authorised in writing by such Member.
- 137.3 In the case of joint holders of a share, service or delivery of any notice, communication or other document on or to whichever of such persons is named first in the Register shall, for all purposes, be deemed a sufficient service on or delivery to all the joint holders. For such purpose a joint holder having no registered address in the United Kingdom and not having supplied an address within the United Kingdom for the service of notices shall be disregarded.
- 137.4 The Board may at any time without prior notice (and whether or not the Company has previously sent electronic communications to that address) refuse to send electronic communications to any address notified to the Company for the purposes of electronic communications if it believes that its refusal is necessary or expedient in relation to any legal or practical problems under the laws of, or the requirements of any regulatory body or stock exchange or other authority in, any territory, or that for any other reason it should not send electronic communications to that address.
- 137.5 Subject to the Statutes, the Board may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic communications under these Articles.

138. Record date for service

Any notice, communication or other document may be served or delivered by the Company by reference to the Register as it stands at any time not more than 15 days before the date of service or delivery. No change in the Register after that time shall invalidate that service or delivery. Where any notice, communication or other document is served on or delivered to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service or delivery of that notice, communication or document.

139. Overseas Members

Any Member whose registered address is not within the United Kingdom and who has not given to the Company an address within the United Kingdom at which notices, documents or other communications may be served upon him shall not be entitled to receive notices or other communications from the Company. Such address may, at the Board's discretion, be an address for the purposes of electronic communications.

140. Loss of entitlement to receive notices

If on two consecutive occasions notices, communications or other documents have been sent to any Member at his registered address or his address for the service of notices (including any address provided by him for the purposes of electronic communications) but have been returned undelivered, such Member shall not from then on be entitled to receive notices, communications or other documents from the Company until he has communicated with the Company and supplied to the Company in writing a new address within the United Kingdom or a new address for the purposes of electronic communications for the service of notices.

141. Service of notice on person entitled by transmission

Where a person is entitled by transmission to a share, any notice, communication or other document shall be served upon or delivered to him, as if he were the holder of that share and his address noted in the Register was his registered address or (to the extent compatible with the nature of the thing served, and subject to the Board's discretion) his address for the purposes of electronic communications. Otherwise, any notice, communication or other document served on or delivered to any Member pursuant to these Articles shall, notwithstanding that the Member is then dead or bankrupt or suffering from mental disorder or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served or delivered in respect of any share registered in the name of that Member as sole or joint holder.

142. When notice deemed served

Any notice, communication or other document, if sent by the Company by post or other delivery service, shall be deemed to have been served or delivered on the day following that on which it was put in the post or given to delivery agents and, in proving service or delivery, it shall be sufficient to prove that the notice, communication or document was properly addressed, prepaid (in the case of service by post) and put in the post or duly given to delivery agents. Any notice, communication or other document left by the Company at a registered address shall be deemed to have been served or delivered on the day it was so left. Any notice, communication or other document served or delivered by the Company by any other means authorised in writing by the Member concerned shall be deemed to have been served when the Company has carried out the action it has been authorised to take for that purpose. Any notice, communication or other document sent by the Company by way of an electronic communication shall be deemed to have

been served or delivered at the expiration of 48 hours after the time it was sent, and proof that the notice or communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was served or delivered. A Member present, in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was convened.

143. Notice by advertisement

- 143.1 Any notice required to be given by the Company to the Members, or any of them, and not expressly required by the Articles or the Statutes to be given in any particular manner, may be sufficiently given by advertisement in at least one daily newspaper with a national circulation.
- 143.2 Without prejudice to the generality of Article 143.1, if at any time by reason of the suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised once in a daily newspaper with a national circulation and in that event the notice shall be deemed to have been served on all Members and other persons who are entitled to have notice of the meeting served on them at noon on the day when the advertisement has appeared. In any such case the Company shall send confirmatory copies of the notice by post (or, where an address for the purposes of electronic communications has been provided, by electronic communication) if, at least seven clear days prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

Indemnity

144. Indemnity and provision of funds

Subject to, and to the extent not avoided by, the Statutes but without prejudice to any indemnity to which he may otherwise be entitled:

- 144.1.1 any person who is or was at any time a director, secretary or other officer (unless the office is or was as auditor) of the Company or of any of its subsidiary undertakings may be indemnified out of the assets of the Company to whatever extent the Board may determine against any costs, charges, expenses, losses and liabilities sustained or incurred by him in the actual or purported execution of his duties or in the exercise or purported exercise of his powers or otherwise in connection with his office, whether or not sustained or incurred in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or the relevant subsidiary undertaking; and
- 144.1.2 the Board shall have power to provide funds to meet any expenditure incurred or to be incurred by any person who is or was at any time a director, Secretary or other officer of the Company in defending himself in any criminal or civil proceeding in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any of its subsidiary undertakings, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of any application under the Companies Act 2006, or in order to enable him to avoid incurring any such expenditure.

145. Power to insure

The Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer or employee of the Company or of any subsidiary undertaking of the Company or of any body corporate in which the

Company has an interest (whether direct or indirect) or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such subsidiary undertaking or body corporate is or has been interested, indemnifying such person against any liability which may attach to him, and any loss or expenditure which he may incur, in relation to anything actually or allegedly done or omitted to be done by him as a director, officer, employee or trustee, whether or not it involves any negligence, default, breach of duty or breach of trust by him in relation to the Company or the relevant undertaking, body corporate, fund or trust.

HALMA plc

Company Number: 40932

The following special resolutions were passed at the Annual General Meeting of Halma plc held at No. 11 Cavendish Square, London W1G 0AN on Thursday, 19 July 2018.

Ordinary resolution

Resolution 17 (Ordinary resolution referred to in Special Resolutions 18 and 19 below)

That the Directors be and are hereby generally and unconditionally authorised pursuant to Section 551 of the Companies Act 2006 (the '2006 Act') to exercise all the powers of the Company to allot shares, or grant rights to subscribe for or to convert securities into shares, up to an aggregate nominal amount of £9,400,000 and that this authority shall expire on the earlier of (i) the conclusion of the annual general meeting of the Company to be held in 2019 and (ii) 31 August 2019 (unless previously renewed, varied or revoked by the Company), save that the Company may before such expiry make any offer or agreement which would or might require shares to be allotted or such rights to be granted after such expiry and the Directors may allot shares or grant such rights in pursuance of such offer or agreement as if the authority conferred hereby had not expired.

Special Resolutions

Resolution 18

That, subject to the passing of resolution 17, the Directors be and are hereby empowered pursuant to Section 570 of the 2006 Act to allot or to make any offer or agreement to allot equity securities (as defined in Section 560 of the 2006 Act) of the Company pursuant to the authority contained in resolution 17 and/or sell equity securities held as treasury shares for cash pursuant to Section 727 of the 2006 Act, in each case as if Section 561 of the 2006 Act did not apply to any such allotment or sale, provided that such power shall be limited to:

- (a) any such allotment, offer, agreement and/or sale pursuant to the terms of any share scheme for employees approved by the Company in general meeting;
- (b) any such allotment, offer, agreement and/or sale in connection with an issue or offer (whether by way of a rights issue, open offer or otherwise) in favour of ordinary shareholders (other than the Company) on a fixed record date where the equity securities attributable to such ordinary shareholders are proportionate (as nearly as may be) to the respective number of ordinary shares held by them on such record date, but subject to such exclusions or other arrangements as the Directors may deem necessary or expedient to deal with fractional entitlements, legal or practical problems arising in any overseas territory, the requirements of any regulatory body or stock exchange or any other matter whatsoever; and

- (c) otherwise than pursuant to sub-paragraph (a) or (b) above, any such allotment, offer, agreement and/or sale up to an aggregate nominal amount of £1,890,000;

and shall expire (unless previously renewed, revoked or varied) when the authority contained in resolution 17 expires, save that the Company may make any offer or agreement before such expiry which would or might require equity securities to be allotted or equity securities held as treasury shares to be sold after such expiry.

Resolution 19

That, subject to the passing of resolution 17 and in addition to any authority granted under resolution 18, the Directors be and are hereby empowered pursuant to Section 570 of the 2006 Act to allot or to make any offer or agreement to allot equity securities (as defined in Section 560 of the 2006 Act) of the Company pursuant to the authority contained in resolution 17 and/or sell equity securities held as treasury shares for cash pursuant to Section 727 of the 2006 Act, in each case as if Section 561 of the 2006 Act did not apply to any such allotment or sale, provided that such power shall be:

- (a) limited to any such allotment, offer, agreement and/or sale up to an aggregate nominal amount of £1,890,000; and
- (b) used only for the purposes of financing (or refinancing, if the authority is to be used within six months after the original transaction) a transaction which the Directors determine to be an acquisition or other capital investment of a kind contemplated by the Statement of Principles on Disapplying Pre-Emption Rights most recently published by the Pre-Emption Group prior to the date of this notice;

and shall expire (unless previously renewed, revoked or varied) when the authority contained in resolution 17 expires, save that the Company may make any offer or agreement before such expiry which would or might require equity securities to be allotted or equity securities held as treasury shares to be sold after such expiry.

Resolution 20

That the Company be and is hereby generally and unconditionally authorised to make market purchases (within the meaning of Section 693 of the 2006 Act) of its ordinary shares of 10p each ('ordinary shares') provided that:

- (a) the maximum number of ordinary shares hereby authorised to be acquired is 37,900,000 ordinary shares, having an aggregate nominal value of £3,790,000;
- (b) the maximum price (excluding expenses) which may be paid for each ordinary share is an amount equal to the higher of (i) 105% of the average of the closing mid-market prices for the ordinary shares (derived from the London Stock Exchange Daily Official List) for the five business days immediately preceding the date of purchase and (ii) the price stipulated by Commission-adopted Regulatory Technical Standards pursuant to Article 5(6) of the Market Abuse Regulation; and
- (c) the minimum price per ordinary share (excluding expenses) is its nominal value;

and the authority hereby conferred shall expire on the earlier of (i) the conclusion of the annual general meeting of the Company to be held in 2019 and (ii) 31 August 2019 (except in relation to the purchase of ordinary shares the contract for which was concluded before

such date and which would or might be executed wholly or partly after such date), unless such authority is renewed prior to such time.

Resolution 20

That a general meeting other than an annual general meeting may be called on not less than 14 clear days' notice.

Company Secretary

Halma plc
Misbourne Court
Rectory Way
Amersham
Bucks HP7 0DE