

Registered no: 05098945

The Companies Acts

Public Company Limited by Shares

ARTICLES OF ASSOCIATION

of

METALS EXPLORATION PLC

(Adopted by special resolution passed on 16 October 2020)

DEFINITIONS AND INTERPRETATION

1 Definitions and interpretation

1.1 In these Articles, the following words and expressions have the meaning set opposite them:-

“**Act**”: the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

these “**Articles**”: the articles of association for the time being of the Company;

“**Auditors**”: the auditors of the Company for the time being or, in the case of joint auditors, any one of them;

“**Board**”: the board of Directors from time to time of the Company or those Directors present at a duly convened meeting of the directors at which a quorum is present;

“**Cash Memorandum Account**”: an account so designated by the Operator of the relevant system concerned;

“**Clear Days**”: in relation to the period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“**Director**”: a director for the time being of the Company;

“**Electronic Communication**”: mean any communication actuated by electronic, magnetic, electromagnetic, electro-chemical or electro-mechanical energy and any manner only capable of being so actuated including without limitation e-mail and the internet;

“**Emergency**”: the meaning set out in Article 118.6;

“**Holder**”: in relation to shares, the Member whose name is entered in the Register as the holder of the shares;

“London Stock Exchange”: London Stock Exchange plc;

“Member”: a member of the Company;

“MTL”: MTL (Luxembourg) S.à r.l.;

“MTL Director”: the director, from time to time, appointed by MTL pursuant to the MTL Relationship Agreement;

“MTL Luxembourg Relationship Agreement”: the relationship agreement between the Company and MTL (Luxembourg) S.à r.l. dated on or about the date of adoption of these Articles;

“Office”: the registered office of the Company;

“Paid Up”: paid up or credited as paid up;

“Person Entitled By Transmission”: a person entitled to a share on consequence of the death or bankruptcy of a Member or of any other event giving rise to its transmission by operation of law and whose name is entered in the Register in respect of the share;

“Recognised Clearing House”: a recognised clearing house within the meaning of the Financial Services and Markets Act 2000 acting in relation to a recognised investment exchange;

“Recognised Investment Exchange”: a recognised investment exchange within the meaning of the Financial Services and Markets Act 2000;

“Register”: the register of Member of the Company;

“Regulations”: the Uncertificated Securities Regulations 2001;

“Relationship Agreements”: the MTL Luxembourg Relationship Agreement and the RHL Relationship Agreement;

“Relevant Period”:

- (a) In respect of RHL, the period during which the RHL Relationship Agreement is in force and effect (the **“RHL Relevant Period”**); and
- (b) In respect of MTL, the period during which the MTL Luxembourg Relationship Agreement is in force and effect (the **“MTL Relevant Period”**),

and reference to a **“Relevant Period”** may be to either or both of them (as the context requires);

“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;

“RHL”: Runruno Holdings Limited;

“RHL Director”: the director, from time to time, appointed by RHL pursuant to the RHL Relationship Agreement;

“RHL Relationship Agreement”: the relationship agreement between the Company and RHL dated on or about the date of adoption of these Articles;

“Seal”: the common seal of the Company or any official seal kept by the Company pursuant to the Statutes;

“Secretary”: the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary and any person appointed to perform the duties of secretary temporarily or in any particular case;

“Statutes”: every statute (including any statutory instrument, order, regulation or subordinate legislation made under it) for the time being in force concerning companies and affecting the Company, including the Regulations;

“System’s Rules”: the rules, regulations, procedures, facilities and requirements of the relevant system concerned;

“Transfer Instruction”: a properly authenticated dematerialised instruction on a relevant system in accordance with the Regulations in such form, in such manner and from such person as the Directors may determine;

“UK Listing Authority”: the Financial Conduct 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.

- 1.2 The expressions “debenture” and “debenture holder” include “debenture stock” and “debenture stockholder”.

References to writing include any method of reproducing or representing words in a legible and non-transitory form.

Reference to a document being executed include references to its being executed under hand or under seal or by any other method.

Unless the context otherwise requires, any words or expressions defined in the Statutes bear the same meaning in these Articles (or any part of these Articles) as the meaning in force at the date of the adoption of these Articles (or that part), save that the word “company” shall include any body corporate.

Except where the contrary is stated, a reference to a statute or a statutory provision includes any amendment or re-enactment of it.

Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.

References to a meeting shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.

References to any security as being in certified form or uncertified form refer, respectively, to that security being a certified unit of a security or an uncertified unit of a security.

Headings are inserted for convenience only and shall not affect the construction of these Articles.

- 1.3 Neither the regulations in Table A to the Companies (table A to F) Regulations 1985 nor the regulations contained in the Companies (Model Articles) Regulations 2008 apply to the Company.

2 Form of Resolutions

A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under the Statutes or these Articles.

3 Liability of Members

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

SHARE CAPITAL

4 Rights attached to shares

Subject to the Statutes and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine (or, in the absence of any such determination or in so far as such ordinary resolution does not make specific provision, as the Board may determine).

5 Redeemable shares

Subject to the Statutes and without prejudice to any rights attached to any existing shares, shares may be issued which are to be redeemed or which are liable to be redeemed at the option of the Company or of the holder on such terms and in such manner as the Company may by special resolution determine (or, in the absence of such determination or insofar as such special resolution does not make specific provision, as the Board may determine).

6 Unissued Shares

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

7 Payment of commissions

The Company may exercise the powers of paying commission and brokerage conferred or permitted by the Statutes. Subject to the Statutes, any such commission may be satisfied by the payment of cash or by the allotment (or an option to call for the allotment) of fully or partly paid shares or partly in one way and partly the other.

8 Trusts not recognised

Except 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 recognise (except as otherwise provided by these Articles or by law or under an order of a court of competent jurisdiction) any interest in any share except an absolute right to the whole of the share in the holder.

9 Variation of rights

- 9.1 Subject to the Statutes, all or any of the rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated with the written consent of the holders of three-fourths in nominal value of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. The provisions of the Statutes and of these Articles relating to general meetings shall *mutatis mutandis* apply to any such separate meeting and to any 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 that class, except that: (a) the necessary quorum shall be two persons between them holding or representing by proxy not less than one-third in nominal amount of the issued shares of that class or, at any adjourned meeting of holders of shares of that class who is present in person or by proxy whatever the number of shares held by him; (b) any holder of shares of that class present in person or by proxy may demand a poll; and (c) every holder of shares of that class shall on a poll have one vote in respect of every share of that class held by him.
- 9.2 The provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class (and to any meeting of the holders of such shares held otherwise than in connection with the variation or abrogation of those rights) as if each group of shares of the class differently treated formed a separate class.

10 Matters not constituting a variation of rights

- The rights attached to any share or class of shares shall not, unless otherwise expressly provided by its terms of issue, be deemed to be varied, abrogated or breached by:
- 10.1 the creation or issue of further shares ranking *pari passu* with it; or
- 10.2 the purchase or redemption by the Company of any of its own shares (whether of that or any other class).

CERTIFICATES

11 Right to certificates

- 11.1 Except as otherwise provided in these Articles, every person whose name is entered in the Register as a holder of shares in the Company shall be entitled, within the time specified by the Statutes and without payment, to one certificate for all the shares of each class registered in his name. Upon transfer of part of the shares of any class registered in his name, every holder shall be entitled without payment, to one certificate for the balance in certificated form of his holding. Upon request and upon payment, for every certificate after the first, of such reasonable sum (if any) as the Board may determine, every holder shall be entitled to receive several certificates for certificated shares of one class registered in his name (subject to surrender for cancellation of any existing certificate representing such shares). Every holder shall be entitled to receive one certificate in substitution for several certificates for certificated shares of one class registered in his name upon surrender to the Company of all the share certificates representing such shares.

- 11.2 Subject as provided in the preceding part of this Article, the Company shall not be bound to issue more than one certificate in respect of certified shares registered in the names of two or more persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

12 Execution of certificates

Every certificate for share or loan capital or other securities of the Company (other than letters of allotment, scrip certificates or similar documents) shall be issued under the Seal (or in such other manner as the Board, having regard to the terms of issue, the Statutes may authorise) and each share certificate shall specify the shares to which it relates, the distinguishing number (if any) of the shares and the amount paid up on the shares. 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 or other means, or printed on the certificate, or that certificates need not be signed.

13 Replacement certificates

If a share certificate for certificated shares is worn out, defaced, damaged then, upon its surrender to the Company, it shall be replaced free of charge. If a share certificate for certificated shares is or is alleged to have been lost or destroyed it may be replaced without fee but on such terms (if any) as to evidence and indemnity and to payment of any exceptional out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board thinks fit. The Company shall be entitled to treat an application for replacement certificate made by one of joint holders as being made on behalf of all the holders concerned.

14 Uncertificated securities

- 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 or other security issued by the Company for so long as it is in uncertificated form.
- 14.2 Conversion of securities in certificated form into 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).
- 14.3 All registers of holders relating to securities used by the Company will be maintained as required by the Regulations and by the rules of the relevant system and will distinguish between securities held in uncertificated form and securities held in certificated form. Unless the Board shall otherwise determine, holdings of the same holder or joint holders in certificated form shall be treated as separate from the same persons or persons' holdings in uncertificated form, but a class of securities shall not be treated as two classes by virtue only of the fact that it comprises securities in certificated form and securities in uncertificated form (even if, as a result if any provisions of these Articles or the Regulations, securities are treated differently according to whether they are in certificated or uncertificated form).

- 14.4 No certificate will normally be issued in respect of securities held by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange.

LIEN

15 Company's Lien

The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company's lien on a share shall not extend to any amount payable in respect of it. The Board may at any time resolve that any share shall be wholly or in part exempt from this Article.

16 Enforcing lien by sale after notice

The Company may sell, in such manner as the Board determines, any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen (14) Clear Days after a notice has been given to the holder of the share or the person entitled by transmission to his share, demanding payment and stating that if the notice is not complied with the shares will be sold.

17 Manner of sale

To give effect to a sale, the board may authorise and instruct some person (which may include the holder of shares concerned):-

- (i) in the case of shares held in certificated form to execute an instrument of transfer of the shares sold; and
- (ii) in the case of shares held in uncertificated form, subject to the system's rules, to send a transfer instruction, and/or to take other steps as may be necessary, to give effect to such a sale in accordance with the Regulations;

in each case to, or in accordance with the directions of, the purchaser and a transfer of certificated share in this way will be valid even if in respect of any of the shares no certificate accompanies the instrument of transfer. The transferee shall not be bound to see to the application of the purchase money and his title to the shares shall not be affected by any irregularity or invalidity of the proceedings in reference to the sale.

18 Application of sale proceeds

The net proceeds of the sale, after payment of the costs, shall be applied in or towards payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (in the case of shares held in certificated form, upon surrender to the Company for cancellation of the certificate for the shares sold and in the case of shares held in uncertificated form, within reasonable time following receipt by the Company of the net proceeds of sale and subject in each such case to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares immediately before the sale.

CALLS ON SHARES

19 Calls

Subject to the terms of issue, the board may from time to time make calls upon the Members in respect of any money unpaid on their shares (whether in respect of the nominal amount or by way of premium). Each Member shall (subject to receiving at least fourteen (14) Clear Days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be made payable in instalments. A call may, at any time before receipt by the Company of any sum in whole or in part, as the Board may determine. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

20 Time of call

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

21 Liability of joint holders

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

22 Interest

If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay all costs, charges and expenses that the Company may have incurred by reason of such non-payment until the day it is paid 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 the Act) but the board may waive payment of the interest wholly or in part.

23 Sums due on allotment or by way of instalment treated as calls

An amount payable in respect of a share on allotment or at any fixed date, whether in respect of the nominal amount of the share or by way of premium or as an instalment of a call, shall be deemed to be a call and, if it is not paid these Articles shall apply as if that amount had become due and payable by virtue of a call.

24 Power to differentiate

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

25 Advance payment of calls

The Board may, if it thinks fit, receive from any Member willing to advance them all or any part of the moneys unpaid and uncalled upon the shares held by him and may pay interest upon the moneys so advanced (to the extent that such moneys exceed the amount of the calls due and payable upon the shares in respect of which they have been advanced) at such rate (not exceeding fifteen (15%) per cent per annum unless the Company by ordinary resolution otherwise directs) as the Board may determine. A payment in advance of calls shall extinguish, to the extent of it, the liability upon the shares in respect of which it is advanced.

FORFEITURE OF SHARES

26 Notice if call not paid

If a call or instalment of a call remains unpaid after it has become due and payable, the Board may at any time serve notice on the holder requiring payment of so much of the call or instalment as remains unpaid together with any interest which may have accrued therein and any costs, charges and expenses incurred by the company by reason of such non-payment. The notice shall name a further day (not less than fourteen (14) Clear Days from the date of this notice) on or before which, and the place where the payment required by the notice is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited and, in such case, references in these Articles to forfeiture shall include surrender.

27 Forfeiture if notice not complied with

If any notice served under the immediately preceding Article 26 (“Notice if call not paid”) is not complied with, any share in respect of which the notice was given may, before payment of all calls or instalments and interest due in respect of it is made, be forfeited by (and with effect from the time of the passing of) a resolution of the Board that such share be forfeited. The forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

28 Notice of forfeiture

When any share has been forfeited, notice of the forfeiture shall be served upon the person who was, before the forfeiture, the holder of the share, but a forfeiture shall not be invalidated by any failure to give such notice. An entry of such notice and an entry of the forfeiture with the date thereof shall forthwith be made in the Register in respect of such share. However, no forfeiture shall be invalidated by any omission to make such entries as aforesaid.

29 Sale of forfeited share

Until cancelled in accordance with the Statutes, a forfeited share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was the holder before the forfeiture or to any other person upon such terms and in the manner as the Board thinks fit. To give effect to a sale or other disposal, the Board may:-

- (i) in the case of shares held in certificated form, authorise a person to execute an instrument of transfer; and
- (ii) in the case of shares held in uncertificated form, authorise and instruct a person (which may include the holder prior to the forfeiture of the share concerned), subject to the system’s rules, to send a transfer instruction, and/or take other such steps as may be necessary, to give effect to such a sale or other disposal in accordance with the Regulations,

to the designated transferee (and a transfer of certificated shares in this way will be valid even if in respect of any of the shares no certificate accompanies the instrument of transfer). The Company may receive any consideration given for the share on its disposal and may register the transferee as holder of the share. At any time before a sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Board thinks fit.

30 Arrears to be paid notwithstanding forfeiture

A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares and, in the case of shares held in certificated form, shall surrender to the Company for cancellation the certificate for the forfeited shares but in all cases shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest thereon from the date of forfeiture until payment at such rate (not exceeding fifteen (15%) per cent per annum) as the Board may determine. The Board may waive payment wholly or in part and the Board may enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

31 Statutory declaration and validity of sale

A statutory declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons on claiming to be entitled to the share. The declaration shall (subject to the completion of any formalities necessary to effect a transfer) constitute a good title to the share and the person to whom the share is disposed of shall be registered as the holder of the share and shall be discharged from all calls made prior to such disposition and shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity in or validity of the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the share.

UNTRACED SHAREHOLDERS

32 Power to sell shares of untraced shareholders

The Company shall be entitled to sell at the best price reasonably obtainable any shares of a holder or any shares to which a person is entitled by transmission if in respect of those shares:-

- 32.1 for a period of at least twelve (12) years (the "qualifying period"), no cheque, warrant or other financial instrument or payment sent by the Company in the manner authorised by these Articles has been cashed; the Company has paid at least three dividends; and no dividend has been claimed;
- 32.2 the Company has at the expiration of the qualifying period given notice of its intention to sell such shares by two advertisements, one in a national newspaper published in the United Kingdom and the other in a newspaper circulating in the area in which the last known address of the holder or the address at which service of notices may be effected in the manner authorised by these Articles is located;
- 32.3 so far as the Board are aware, the company has not during the qualifying period or the period of three months after the date of such advertisements (or the later of the two dates if they are published on different dates) and prior to the exercise of the power of sale received any communication from the holder or person entitled by transmission; and

- 32.4 if any part of the share capital of the Company is admitted to the Official List of the UK Listing Authority, the Company has given notice in writing to the UK Listing Authority of its intention to sell such share.

33 Manner of sale and creation of debt in respect of net proceeds

To give effect to any such sale, the Board may authorise and instruct a person:-

- (i) in the case of shares held in uncertificated form, to execute an instrument of transfer of the shares; and
- (ii) in the case of shares held in uncertificated form, subject to the system's rules, to send a transfer instruction, and take such other steps as may be necessary, to give effect to such a transfer in accordance with the Regulations,

and such instrument of transfer or transfer instruction and the taking of other steps as may be necessary in accordance with the Regulations as aforesaid shall be as effective as if they had been executed by the holder or, or person entitled by transmission to, the shares. The transfer of certificated shares in this way will be valid even if in respect of any of the shares no certificate accompanies the instrument of transfer. 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. The net proceeds of sale shall belong to the Company which shall be indebted to the former holder or person entitled by transmission for an amount equal to such proceeds and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of it and the Company shall not be required to account for any moneys earned on the net proceeds, which may be employed in the business or otherwise invested as the Board thinks fit.

TRANSFER OF SHARES

34 Form and execution of transfer

- 34.1 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.

- 34.2 Subject to the Statutes and notwithstanding any other provisions of these Articles, the Board shall have the power to implement any arrangement it may think fit to enable:-
- 34.2.1 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
- 34.2.2 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.

35 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 without giving reason for so doing provided that, where any such shares are admitted to the Official List of the UK Listing Authority or the AIM Market of the London Stock Exchange, 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.

36 Other rights to refuse registration

The Board may also refuse to register the transfer of a share:-

- 36.1 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 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;
- 36.2 if it is not in respect of one class of share only;
- 36.3 if it is not in favour of four or fewer transferees;
- 36.4 if it is in favour of a minor, bankrupt or person of mental ill health;
- 36.5 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
- 36.6 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.

37 Notice of refusal

If the Board refuses to register a transfer it shall, in the case of shares held in certificated form, within two (2) months after the date on which the transfer was lodged and in the case of shares held in uncertificated form, within two (2) 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.

38 Suspension of registration

The registration of transfers may be suspended at such times and for such periods (not exceeding thirty (30) calendar days in any calendar year) as the Board may determine but if the Company is a participating issuer within the meaning of the Regulations the Register will not be closed without prior consent of the Operator of the relevant system.

39 No fee for registration

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

40 Retention of documents

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.

41 Other Registers

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

42 Transmission on death

If a Member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders shall be the only persons recognised by the Company as having any title to his shares; but nothing contained in this Article shall release the estate of a deceased Member from any liability in respect of any share solely or jointly held by him.

43 Election by person entitled by transmission

Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or of any other event giving rise to its transmission by operation of law may, upon such evidence being produced as the Board may require and subject (where relevant) to the system's rules, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder, he shall give notice to the Company to that effect. If he elects to have another person registered, he shall, subject (where relevant) to the system's rules, effect or procure a transfer of the share in favour of that person. All the provisions of these

Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if the death or bankruptcy of the Member or other event giving rise to the transmission had not occurred and the notice or instrument of transfer was an instrument of transfer executed by the Member.

44 Rights in respect of the share

A person becoming entitled to a share in consequence of the death or bankruptcy of a Member or of any other event giving rise to its transmission by operation of law shall have the same rights to which he would be entitled if he were the holder of that share, except that he shall not be entitled in respect of it to attend to vote at any general meeting of the Company or at any separate meeting of the holders of any class of shares in the Company until he is registered as the holder of the share. The Board may at any time give notice to such person requiring him to elect either to become the holder of the share or to transfer the share and if the notice is not complied with within sixty (60) Clear Days from the date of the notice, the Board may withhold payment of all dividends and other moneys payable in respect of the share until he complies with the notice.

ALTERATION OF CAPITAL

45 Increase, consolidation, sub-division and cancellation

The Company may by ordinary resolution:-

- 45.1 increase its share capital by new shares of such amount as the resolution prescribes;
- 45.2 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- 45.3 subject to the Statutes, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage or have such qualified or deferred rights or be subject to any restriction as compared with the others; and
- 45.4 cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

46 Fractions

Whenever as a result of a consolidation, division or subdivision of shares any Member would be come 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 save for amounts of three pounds (£3.00) 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. 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.

47 Reduction of capital

Subject to the Statutes, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account or other undistributable reserve in any manner.

STOCK

48 Conversion of shares into stock

48.1 The Company may by ordinary resolution convert any fully paid up shares into stock and re-convert any stock into fully paid up shares of any denomination.

48.2 Any such resolution to convert shares of a particular class into stock which does not expressly disapply this paragraph of this Article shall (notwithstanding any other terms of the resolution) operate automatically to convert shares of that class which subsequently become fully-paid up into stock on the same basis, but not if the stock initially created by the resolution has been re-converted into shares of any denomination.

49 Transfer of stock

Stock may be transferred in accordance with these Articles which, prior to conversion, applied to the shares from which the stock arose or as near thereto as circumstances allow, but the Board may from time to time fix the minimum amount of stock which is transferable (which minimum amount shall not exceed the nominal amount of the shares from which the stock arose), in which case stock may be transferred in the sum of the minimum amount or a multiple of it.

50 Rights attaching to stock

A holder of stock shall, according to the amount of the stock held by him, have the same rights (including voting rights) as if he held the shares from which the stock arose, but no such rights (except participation in dividends and in assets on a winding-up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred those rights.

51 Articles applicable to stock

The provisions of these Articles applicable to paid up shares shall apply to stock, and the word "share" shall include "stock" and "Member" and "holder" shall include "stockholder".

PURCHASE OF OWN SHARES

52 Purchase of own shares

Subject to the Statutes and to any rights conferred on the holders of any class of shares, the Company may purchase all or any of its shares of any class (including any redeemable shares). The Company may not purchase any of its shares unless the purchase has been sanctioned (at the time that authority for a market purchase is given or an off-market purchase contract is approved) by such resolution of the Company as may be required by the Statutes and by a special resolution passed at a separate general meeting (or meetings if there is more than one class) of the holders of any shares which entitle the holders to convert them into equity share capital of the Company. Neither the Company nor the Board shall be required to select the shares to be purchased rateably or in any particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital attached to any class of shares.

GENERAL MEETINGS

53 General meetings

Subject to the requirements of the Statutes, general meetings shall be held at such time and place as the Board may determine

NOTICE OF GENERAL MEETINGS

54 Length of notice period

Subject to the provisions of the Act, annual general meetings and all other general meetings of the Company shall be convened by at least such minimum period of notice as is prescribed or permitted under the Act.

55 Consents to notices

Every notice calling a general meeting shall specify the place, the day and the time of the meeting and the general nature of the business to be transacted. In the case of an annual general meeting, the notice shall also specify the meeting as such. A notice convening a meeting to pass a special resolution shall contain a statement to that effect. In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote in his stead and that a proxy need not be a Member. Every such notice shall also state the place where instruments of proxy are to be deposited if the Board determines that place to be other than the Office.

56 Omission or non-receipt of notice

The accidental omission to give notice of a meeting or to send an instrument of proxy with a notice (where required by these Articles) to, or the non-receipt of a notice or instrument of proxy by, any person entitled to receive either or both shall not invalidate the proceedings at that meeting.

57 Change of date, time or place of meeting

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. The Board will, insofar as it is practicable, announce by advertisement in at least one newspaper with a national circulation 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

58 Quorum

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting, which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, two Members present in person or by proxy and entitled to vote shall be a quorum for all purposes.

59 Procedure if quorum not present

If within five (5) minutes (or such longer time not exceeding one (1) 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 date (not being less than ten (10) nor more than twenty eight (28) calendar 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) shall be a quorum. The Company shall give not less than seven Clear Days' notice in writing of any meeting adjourned through want of a quorum and the notice shall state that one Member present in person or by proxy (whatever the number of shares held by him) shall be a quorum.

60 Chairman of general meeting

- 60.1 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 a deputy chairman is present within five (5) minutes after the time appointed for the commencement of the meeting, or if neither of them 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 each of the Directors present declines to take the chair, the persons present and entitled to vote shall elect one of their number to be chairman.
- 60.2 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 equipped by knowledge or experience of the Company's business to assist in the deliberations of the meeting.

61 Directors' right to attend and speak

Each Director shall be entitled to attend and to speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares or debentures in the Company.

62 Satellite and electronic meetings

- 62.1 The Board may resolve to enable Members to attend:
- 62.1.1 a general meeting by simultaneous attendance and participation at a satellite meeting place anywhere in the world; and/or
- 62.1.2 a general meeting hosted on an electronic platform (such meeting being an electronic general meeting), by simultaneous attendance by electronic means with no Member necessarily in physical attendance at the electronic general meeting.
- 62.2 The Members present in person or by proxy at satellite meeting places (in the case of a meeting held under Article 62.1.1) or by attendance at an electronic general meeting (in the case of a meeting held under Article 62.1.2) shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman of the general meeting is satisfied that adequate facilities are available throughout the general meeting (including an electronic meeting), as applicable to ensure that Members attending at all the meeting places, or electronically (and accordingly not present at the same place), as applicable are able to:
- 62.2.1 participate in the business for which the meeting has been convened;
- 62.2.2 hear all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place, or by electronic means; and
- 62.2.3 be heard by all other persons so present in the same way.

- 62.3 The “principal meeting place”, in the case of a physical general meeting held at a principal meeting place and one or more satellite meeting places, is the place at which the chairman of the general meeting is present. The meeting shall be deemed to take place at the principal meeting place.
- 62.4 Nothing in these Articles prevents a general meeting being held both physically and electronically.
- 62.5 If it appears to the chairman of the general meeting that:
- 62.5.1 the facilities at the principal meeting place or any satellite meeting place; or
- 62.5.2 the electronic platform, facilities or security at the electronic general meeting,
- have become inadequate for the purposes referred to in Articles 62.1 or 62.2, then the chairman may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at that general meeting up to the time of that adjournment shall be valid.
- 62.6 The Board may make arrangements for persons entitled to attend a general meeting or an adjourned general meeting to be able to view and hear the proceedings of the general meeting or adjourned general meeting and to speak at the meeting (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) by attending at a venue anywhere in the world not being a satellite meeting place. If the general meeting is only held as a physical meeting and not also as an electronic meeting, those attending at any such venue shall not be regarded as present at the general meeting or adjourned general meeting and shall not be entitled to vote at the meeting at or from that venue. The inability for any reason of any Member present in person or by proxy at such a venue to view or hear all or any of the proceedings of the physical general meeting or to speak at the meeting shall not in any way affect the validity of the proceedings of the meeting.

63 Security arrangements

The Board may direct that Members or proxies wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to refuse entry to such general meeting to any Member or proxy who fails to submit to such searches or to otherwise comply with such security arrangements or restriction. If a Member or proxy has gained entry to a general meeting and refuses to comply with any such security arrangements or restriction or disrupts the proper and orderly conduct of the general meeting, the chairman of the meeting may at any time without the consent of the general meeting require such Member or proxy to leave or be removed from the meeting.

64 Adjournments

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:-

- 64.1 the Members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
- 64.2 the conduct of persons present prevents, or is likely to prevent, the orderly continuation of business; or
- 64.3 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

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.

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.

65 Notice of adjourned meeting

If a meeting is adjourned indefinitely or for thirty 30 calendar days or more or for lack of quorum, at least seven (7) Clear Days' notice specifying the place, the day and 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.

VOTES OF MEMBERS

66 Method of voting

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 duly demanded. Subject to the Statutes, a poll may be demanded by:-

- 66.1 the chairman of the meeting;
- 66.2 at least five (5) Members present in person or by proxy and entitled to vote at the meeting;
- 66.3 any Member or Members present in person or by proxy and representing in aggregate at least one-tenth of the total voting rights of all Members having the right to attend and vote at the meeting; or

- 66.4 any Member or Members present in person or by proxy and holding shares conferring a right to attend and 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 shares conferring that right.

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

67 Votes of Members

Subject to any rights or restrictions attached to any shares and to any other provisions of these Articles, on a show of hands every Member who is present in person shall have one (1) vote and on a poll every Member shall have one (1) vote for every share of which he is the holder. If the notice of the meeting has specified a time (which is not more than forty eight (48) hours before the time fixed for a meeting) by which a person must be entered on the Register in order to have the right to attend and vote at the meeting by right of that registration, even if present at the meeting. References in these Articles to Members present in person shall be construed accordingly.

68 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 seniority be determined by the order in which the names of the holders stand in the Register.

69 Corporations acting as representatives

A corporation which is a Member may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any general meeting of the Company or of any class of Members of the Company. The person so authorised shall be entitled to exercise the same powers (other than the power to appoint by proxy) on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at that meeting.

70 Votes of Member suffering incapacity

A Member in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote, whether on a show of hands or on a poll, by any person authorised in such circumstances to do so on his behalf and that person may vote on a poll by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not later than the last time at which an instrument of proxy should have been delivered in order to be valid for use at that meeting or on the holding of that poll.

71 No right to vote where sums overdue on shares

No Member shall, unless the board otherwise decides, vote at any general meeting or at any separate meeting of holder of any class of shares in the Company, either in person or by proxy, or exercise any other right or privilege as a Member in respect of any share in the Company held by him unless all moneys presently payable by him in respect of that share have been paid.

72 Votes on poll

On a poll, votes may be given either personally or by proxy or, in respect of an electronic general meeting, by an electronic platform. A Member may appoint more than one proxy to attend on the same occasion. A Member entitled to more than one (1) vote on a poll need not use all his votes or cast all his votes he uses in the same way.

73 Right to withdraw demand for a poll

The demand for a poll may, before the earlier of the close of the meeting and the taking of the poll, be withdrawn but only with the consent of the chairman of the meeting and, if a demand is withdrawn, any other Members entitled to demand a poll may do so. If a demand is withdrawn, it shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

74 Procedure if poll demanded

If a poll is duly demanded, it shall be taken in such manner as the chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

75 When poll to be taken

A poll demanded on the election of a 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 forthwith or on such date (being not more than thirty (30) calendar days after the poll is demanded) and at such time and place and in such manner or by such means as the chairman of the meeting directs. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any case, at least seven (7) Clear Days' notice shall be given specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

76 Continuance of other business after poll demanded

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

77 Suspension of rights for non-disclosure of interest

77.1 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 fourteen (14) calendar 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:

77.1.1 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

77.1.2 where the Default Shares represent at least one-quarter (0.25%) per cent of the issued shares of the Company or the class in question, the Default Notice may additionally direct that:

- (i) any dividend (including shares issued in lieu of dividends) or other monies 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
- (ii) 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.

77.2 The Company shall send a copy of any Default Notice to each other person appearing to be interested in the Default Shares, but failure to do so, or the non-receipt of a copy by any such person, shall not invalidate such notice.

- 77.3 Any new shares in the Company issued in right of any default share 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.
- 77.4 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 remain uncancelled, and within fourteen (14) calendar days of receipt of such a request the company shall give that information accordingly.
- 77.5 Where any sanctions imposed under the Article 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 monies 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 as he may direct.
- 77.6 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 fourteen (14) days from the date of the notice.
- 77.7 In this Article:
- 77.7.1 an “**Excepted Transfer**” means:
- (i) a transfer pursuant to acceptance of a takeover offer (as defined in section 974 of the Companies Act 2006);
 - (ii) 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 to a person who is not connected (within the meaning of section 252 of the Companies Act 2006) with the relevant Member or with a person appearing to be interested in the shares the subject of the transfer;
- 77.7.2 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 registers kept by the Company under the Act 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 whom the Company has reasonable cause to believe is so interested; and
- 77.7.3 references to a person having failed to give the Company the information required by a Disclosure Notice, or being in default as regards supply such information, include (without limitation) (a) references to his having failed or refused to give all or any part of it and (b) 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.

78 Chairman's casting vote

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

79 Proposal or amendment of resolution

A resolution proposed by the chairman of the meeting does not need to be seconded. In the case of a resolution duly proposed as a special resolution, no amendment to that resolution (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 that resolution (other than an amendment to correct a patent error) may be considered or voted upon unless forty eight (48) hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed, notice in writing of the terms of the amendment and of the intention to move the amendment has been lodged at the Office or the chairman of the meeting in his absolute discretion decides that it may be considered and voted upon.

80 Amendment of resolution ruled out of order

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

81 Objections or errors in voting

If:-

- 81.1 any objection shall be raised to the qualification of any voter;
- 81.2 any votes have been counted which ought not to have been counted or which might have been rejected; or
- 81.3 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 error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman of the meeting decides that the same may have affected the decision of the meeting. The decision of the chairman of the meeting on such matters shall be conclusive.

PROXIES

82 Execution of an instrument of proxy

The appointment of a proxy shall be under the hand of the appointer or of his attorney authorised in writing or, if the appointer is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign it. In the case of an instrument of proxy purporting to be signed 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 sign that instrument on behalf of that corporation without further evidence of that authorization. A proxy need not be a Member of the Company.

83 Times for deposit of an instrument of proxy

The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board, shall:

- 83.1 in the case of an instrument in writing be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty eight (48) hours before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 83.2 in the case of an appointment contained in an Electronic Communication, where an address has been specified for the purpose of receiving Electronic Communications in the notice convening the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting, or in any invitation contained in an Electronic Communication to appoint a proxy issued by the Company in relation to the meeting, be received at such address not less than forty eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- 83.3 in the case of a poll taken more than forty eight (48) hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty four (24) hours before the time appointed for the taking of the poll; or

where the poll is not taken forthwith but is taken not more than forty eight (48) hours after it was demanded, be deposited at the meeting at which the poll was demanded to the chairman of the meeting or on to any Director, and an instrument of proxy which is not so delivered shall be invalid. When two (2) or more valid but differing instruments of proxy are delivered in respect of the same share for use at the same meeting, the one which is last delivered (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 delivered, none of them shall be treated as valid in respect of that share.

Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the meeting or poll concerned.

84 Form of proxy

The appointment of proxy shall be in any usual form or any other form which the Board may approve and may relate to more than one meeting. The Board may, if it thinks fit but subject to the Statutes, send out with the notice of any meeting forms of instrument of proxy for use at the meeting. The appointment of proxy shall be deemed to include the right to demand or join in demanding a poll and (except to the extent that the appointment comprises instructions to vote in a particular way) 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. The proxy 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. A proxy may not speak at any meeting except with the permission of the chairman of the meeting.

85 Validity of proxy

A vote given or poll demanded by proxy or by duly authorised representative of a corporation shall be valid, notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice in writing or by Electronic Communication of such determination was received by the Company at the Office (or at such other place in the United Kingdom as was specified for the delivery of appointments of proxy in the notice convening the meeting or adjourned meeting or other accompanying document) not later than the least time at which an appointment of proxy should have been delivered or received in order to be valid for use at the meeting or on the holding of poll at which the vote was given or the poll demanded.

86 Maximum validity of proxy

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

87 Information Requisition

Where, in respect of any shares of the Company, any member or other person appearing to be interested in shares of the Company fails to comply with any notice (in this Article called an "Information Notice") given by the Company requiring him to indicate in writing:

- (a) the capacity in which he holds such shares or any interest therein; or
- (b) so far as it is within his knowledge, the persons who have an interest in them and the nature of their interest; or
- (c) whether any of the voting rights carried by such shares are the subject of any agreement or arrangement under which another person is entitled to control his exercise of these rights; or

- (d) any matter or particulars requested by the Company pursuant to Section 793 of the Companies Act 2006;

then not earlier than fourteen (14) days from service of the Information Notice the Company may serve upon the registered holder of such shares a notice (in this Article called "Disenfranchisement Notice") stating that such registered holder shall with effect from the service of the Disenfranchisement Notice have no right to attend or vote either at any general meeting of the Company or at any separate general meeting of the holders of the shares of that class. The Company may at any time withdraw a Disenfranchisement Notice by serving upon the registered holder of the shares a notice in writing to that effect (in this Article called a "Withdrawal Notice") and shall do so immediately upon being satisfied that the Information Notice has been complied with. Unless and until a Withdrawal Notice is duly served, the registered holder upon whom a Disenfranchisement Notice has been served shall not have any rights to attend or vote at any such general or separate meeting as aforesaid. In this Article, a "person appearing to be interested in shares of the company" shall mean a person identified by a shareholder in that shareholder's reply to an Information Notice as having an interest of any kind whatsoever in the shares of the "Company."

DIRECTORS

88 Number of Directors

88.1 The number of Directors (disregarding alternate directors) shall be comprised of the following:

88.1.1 for so long as the RHL Relevant Period is continuing (and provided that RHL has appointed an RHL Director in accordance with the RHL Relationship Agreement), the RHL Director and at least one director independent of both RHL and MTL;

88.1.2 for so long as the MTL Relevant Period is continuing (and provided that MTL has appointed an MTL Director in accordance with the MTL Relationship Agreement), the MTL Director and at least one director independent of both RHL and MTL,

such that, for so long as both Relevant Periods are continuing, the number of directors shall be not less than three (3) (being the RHL Director, the MTL Director and at least one director independent of both RHL and MTL), and if only one Relevant Period is ongoing the number of directors (disregarding alternate directors) shall be not less than two (2), as set out above, and in each case the number of directors shall not be subject to any maximum number.

88.2 At all other times, and unless otherwise determined by ordinary resolution of the Company, the number of Directors (disregarding alternate directors) shall not be less than two (2) but shall not be subject to any maximum number.

89 No shareholding qualification for Directors

No shareholding qualification for Directors shall be required.

REMUNERATION OF DIRECTORS

90 Ordinary remuneration

Each of the Directors shall be paid a fee for his services at such rate as may from time to time be determined by the Board or by a committee authorised by the Board provided that the aggregate of such fees (excluding any amounts payable under any other provision of these Articles) in respect of all Directors shall not exceed four hundred thousand pounds (£400,000) per annum or such higher amount as the Company by ordinary resolution may determine from time to time. Such fee shall be deemed to accrue from day to day.

91 Expenses

The Directors may be paid all travelling, hotel and other expenses properly incurred by them in conduct of the Company's business performing their duties as Directors including all such expenses incurred in connection with attending and returning from meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or debentures of the Company or otherwise in connection with the business of the Company.

92 Extra remuneration

Any Director who is appointed to any executive office or who serves on any committee or who devotes special attention to the business of the Company or goes or resides abroad for any purposes of the Company shall (unless the Company by ordinary resolution determines otherwise) receive such remuneration or extra remuneration by way of salary, commission, participation in profits or otherwise as the Board or any committee authorised by the Board may determine 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.

ALTERNATE DIRECTORS

93 Appointment, removal and resignation

Any Director (other than an alternate Director) may, by notice in writing delivered to the Secretary at the Office or in any other manner approved by the Board, appoint any person to be his alternate and may revoke any such appointment. If the alternate Director is not already a Director, the appointment, unless previously approved by the Board, shall have effect only upon and subject to it being so approved. Any appointment of an alternate will only have effect once the person who is to be appointed has consented to act. If his appointer requests, an alternate Director shall (subject to his giving to the Company an address for service within the United Kingdom) be entitled to receive notice of all meetings of the Board or of committees of the Board of which his appointer is a member, to attend and vote and be counted in the quorum as a Director at

any such meeting at which his appointer is not personally present, and generally, in the absence of his appointer, at the meeting to exercise and discharge all the functions, powers and duties of his appointer as a Director and for the purposes of the proceedings at the meeting, these Articles shall apply as if he were a Director. A Director present at a meeting of the Board or committee of the Board and appointed alternate for another Director shall have an additional vote for each of his appointers absent from such meeting (but shall count as one (1) only for the purpose of determining whether a quorum is present). Execution by an alternate Director of any document (including, without limitation, any deed) on behalf of the Company or any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as execution by his appointer. An alternate Director shall cease to be an alternate Director if he resigns or if for any reason his appointment is revoked or if his appointer ceases to be a Director; but, if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment as if he had not retired. The appointment of an alternate Director shall be revoked on the happening of any event which, if he were a Director, would cause him to vacate such office under these Articles. All appointments and revocations of appointments and resignations of alternate Directors shall be in writing and left at the Office or delivered at a meeting of the Board, or in any other manner approved by the Board.

94 Alternate to be responsible for his own acts and remuneration of alternate

An alternate Director shall be deemed an officer of the Company and shall be subject to these Articles relating to Directors (except as regards power to appoint an alternate and remuneration) and an alternate Director shall not be deemed the agent of his appointer and shall alone be responsible to the Company for his acts and defaults. An alternate Director may contract and be interested in and benefit from contracts and arrangements or transaction and be paid expenses and indemnified to the same extent as if he were a Director but, save to the extent that his appointer directs the payment to him of part or all of the remuneration which would otherwise be payable to his appointer, he shall not be entitled to any remuneration from the Company for acting in that capacity.

EXECUTIVE DIRECTORS

95 Executive Directors

95.1 The Board or any committee authorised by the Board may from time to time appoint one or more of its body to hold any employment or executive office with the Company (including that of a managing director) for such period (subject to the Statutes) and on such other terms as the Board or any committee authorised by the Board may decide and may revoke or terminate any appointment so made. Any revocation or termination of the appointment shall be without prejudice to any claim for damages that the Director may have against the Company or that the Company may have against the Director for any breach of contract of service between him and the Company. A Director so appointed may be paid such remuneration (whether by way of salary, commission, participation in profits or otherwise) in such manner as the Board or any committee authorised by the

Board may decide and either in addition to or in place of his ordinary remuneration as a Director.

- 95.2 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. 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 or be deemed to be a director for any purposes of the Statutes or these Articles.
- 95.3 Without prejudice to the foregoing, no person who is not a Director may be appointed as the chief executive officer (however defined and whether or not they use that title) of the Company. If a person who is the chief executive officer of the Company ceases for any reason to be a Director, their appointment as chief executive officer of the Company shall automatically terminate simultaneously with their appointment as a Director (without prejudice to any such person’s rights under any employment contract or employment law in effect at the relevant time).

POWERS AND DUTIES OF DIRECTORS

96 General powers of the Company vested in the Board

Subject to the Statutes, the Memorandum of Association of the Company and these Articles and to any directions given by the Company in general meeting by special resolution, the business of the Company shall be managed by the Board which may exercise all powers of the Company. No alteration of the Memorandum of Association or the Company’s articles (including these Articles) and no such special resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that resolution had not been passed. The powers given by this Article shall not be limited by any special power given to the Board by any other Article.

DELEGATION OF DIRECTOR’S POWERS

97 Agents

The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company on such terms (including terms as to remuneration) and subject to such conditions as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The Board may remove any person so appointed and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by committee authorised by the Board.

98 Delegation to individual Directors

The Board may entrust to and confer upon a Director any of its powers, authorities and discretions (with power to sub-delegate) upon such terms (subject to the Statutes) and subject to such conditions and with such restrictions as it may decide and either collaterally with or to the exclusion of its own powers, authorities and discretions. The Board may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

99 Delegation to committees

99.1 The Board may delegate any of its powers, authorities and discretions (with power to sub delegate) to any committee consisting of such person or persons as it thinks fit (whether a Member or Members of its body or not) provided that the majority of the Members of the committee are Directors. 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 the committee). Subject to any regulations imposed on it by the Board, the proceedings of any committee consisting of two (2) or more Members shall be governed by the provisions in these Articles for regulating proceedings of the Board so far as applicable except that no meeting of that committee shall be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of the committee present at the meeting are Directors. A Member of a committee shall be paid such remuneration (if any) in such manner as the Board may decide, and, in the case of a Director, either in addition to or in place of his ordinary remuneration as a Director.

99.2 The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

100 Power to establish local boards etc.

The Board may:

100.1 establish any divisional, departmental, regional, local or area boards, divisions or managing agencies for introducing, conduction or managing all or any of the businesses or affairs of the Company, either in the United Kingdom or elsewhere;

100.2 make regulations for the proceedings and activities of any such establishment (but so that otherwise its proceedings shall be governed by those of these Articles which regulate proceedings of the Board to the extent that they are capable of applying to it);

- 100.3 appoint any persons (whether Directors or not) as regional directors, local directors, divisional directors, area directors, advisory directors, managers or agents or to serve in any other capacity in connection with any such establishment, and may fix their remuneration;
- 100.4 delegate to any such establishment and to any such appointee (including anyone appointed before this Article was adopted) any of the powers, authorities and discretions vested in the Board, with power to sub-delegate;
- 100.5 authorise any such appointees to fill any vacancies in any such establishment and to act notwithstanding vacancies, provided that any such appointment or delegation shall be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any persons so appointed, and may revoke, suspend or vary any such delegation but this shall not affect the position of any person dealing in good faith who has not had notice that the Board has done so. No such appointee shall be a Directors as such or 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 at the meeting) or have 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.

SPECIFIC POWERS

101 Provisions 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.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

102 Directors to retire at annual general meetings

- 102.1 Subject to Articles **Error! Reference source not found.** and 102.2, each Director will retire at every annual general meeting of the Company.
- 102.2 Subject only to Article 106.3, the RHL Director will not be required to retire at any annual general meeting for so long as the RHL Relevant Period is ongoing.
- 102.3 Subject only to Article 106.3, the MTL Director will not be required to retire at any annual general meeting for so long as the MTL Relevant Period is ongoing.

103 Position of Retiring Directors

Subject to these Articles, the Company at the meeting at which a Director retires may fill the vacated office and, in particular, a retiring Director may, if willing to act, be re-appointed at the meeting if such re-appointment is approved by a resolution of the Company. If the re-appointment of a retiring Director is not approved by such a resolution, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

104 Eligibility for appointment as a Director

No person other than a Director retiring, whether by rotation or otherwise, shall be appointed or reappointed a Director at any general meeting unless:-

- 104.1 he is recommended by the Board; or
- 104.2 not less than seven (7) nor more than forty two (42) Clear Days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting (not being the person to be proposed) has been delivered to the Office of the Company the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's registers of Directors together with notice executed by that person of his willingness to be appointed or reappointed; or
- 104.3 during the RHL Relevant Period, he is nominated to be the RHL Director by RHL; or
- 104.4 during the MTL Relevant Period, he is nominated to be the MTL Director by MTL.

105 Power of the Company to appoint Directors

Subject to these Articles, 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 addition to the existing Board, but so that the total number of Directors shall not at any time exceed a maximum number fixed by or in accordance with these Articles. A resolution for the appointment of two (2) or more person 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.

106 Power of the Board to appoint Directors

- 106.1 Subject to Article 106.2, without prejudice to the power of the Company in general meeting under these Articles to appoint any person to be a Director, the Board may appoint a person who is willing to act to be a Director, whether to fill a vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles.
- 106.2 For so long as either Relevant Period is continuing the Board may only appoint a person as a Director (whether to fill a vacancy or as an additional appointment) in the following circumstances:

- 106.2.1 if the RHL Relevant Period is continuing, that person has been nominated by RHL to replace the existing RHL Director;
- 106.2.2 if the MTL Relevant Period is continuing, that person has been nominated by MTL to replace the existing MTL Director;
- 106.2.3 that person has been approved by an ordinary resolution of the Company in general meeting; or
- 106.2.4 in circumstances where RHL and/or MTL hold such number of shares in the Company, either individually or in aggregate, as would enable them to pass an ordinary resolution to ratify the appointment of the Director, the Board has consulted with RHL and/or MTL, as applicable, in advance of such proposed appointment and obtained the approval of RHL and/or MTL, as applicable, to such appointment.
- 106.3 Any Director so appointed (which, for the avoidance of doubt, shall include any RHL Director or MTL Director) shall hold office only until the next following annual general meeting and such appointment shall be required to be ratified by an ordinary resolution of the Company at that annual general meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion of the meeting.

107 Company's power to remove a Director and appoint another in his place

- 107.1 In accordance with the Act, the Company may by an ordinary resolution remove any Director before the expiration of his period of office 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 persons so appointed shall be treated, for the purposes of determining the time at which he or any other Director is to retire, as if he had become a Director on the day on which the person in whose place he is appointed was last appointed or reappointed a Director.
- 107.2 Without prejudice to any rights of the Members, no Director may propose to the Members, or instigate the proposal of, any resolution as contemplated by Article 107.1 to remove the RHL Director during the RHL Relevant Period or the MTL Director during the MTL Relevant Period (save where it has been agreed or determined, in accordance with Article 108, that such Director should resign or vacate his office, but that Director does not promptly resign). Any such purported resolution proposed or instigated by a Director will be void.

108 Vacation of office by Directors

- 108.1 Without prejudice to the provisions for retirement by rotation or otherwise contained in these Articles, and subject always to Article 108.2, the office of a Director shall be vacated if:-
- 108.1.1 he resigns his office by notice delivered to the Office or tendered at a meeting of the Board;
- 108.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally;

- 108.1.3 he is or has been suffering from mental ill health or becomes a patient for any purpose of any statute relating to mental health and the Board resolves that his office is vacated;
- 108.1.4 without permission of the Board, he is absent from meetings of the Board for six (6) consecutive months (whether or not an alternate appointed by him attends) and the Board resolves that his office is vacated;
- 108.1.5 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;
- 108.1.6 the Director commits a breach of his contract of service which entitles the Company to terminate such contract or is otherwise guilty of gross misconduct or, other than in respect of an RHL Director or an MTL Director (during the respective Relevant Period), his contract of service is otherwise terminated in accordance with the terms of his appointment without being renewed within fourteen (14) calendar days;
- 108.1.7 other than in respect of an RHL Director or an MTL Director (during the respective Relevant Period), his resignation is requested by all other Directors (provided those Directors are not less than three in number) by notice delivered to the Office or tendered at a meeting of the Board and, for this purpose, like notices each signed by a Director shall be as effective as a single notice signed by all Directors; or
- 108.1.8 other than in respect of the RHL Director or the MTL Director (during the respective Relevant Period), his contract of service as a Director expires without being renewed within fourteen (14) calendar days.
- 108.2 If, during the respective Relevant Period, the Board wishes the RHL Director or the MTL Director (as the case may be) to vacate their office of Director pursuant to any of Articles 108.1.2 to 108.1.6 (inclusive) then:
- 108.2.1 the Board shall send notice to RHL or MTL (as the case may be) outlining the conduct or circumstances that the Board considers to be grounds for that Director being required to vacate his office;
- 108.2.2 RHL or MTL (as the case may be) shall have a period of 10 business days in which it may dispute the Board's grounds for requiring that the RHL Director or the MTL Director (as the case may be) vacate their office of Director and seek to resolve such dispute with the Board; and
- 108.2.3 if, at the end of such 10 business day period, the Board and RHL or MTL (as the case may be) remain in dispute as to the Board's requirement that the relevant Director vacate their office then the matter shall be referred to an independent QC of recognised standing in such matters for determination on the balance of probabilities, on terms agreed by the Board and RHL or MTL (as the case may be), and the determination of such independent QC shall be binding on the Company and on RHL or MTL (as the case may be) in the absence of fraud or manifest error. Each party to the dispute shall have the right to make submissions to the independent QC. The independent QC shall be selected by agreement between the Company and RHL or MTL (as the case may be) or, if the Company and RHL or MTL (as the case may be) are unable so to agree then the Company shall request the President for the time being of the Law Society of England and Wales to make such selection. Any costs associated with any referral of a dispute to an independent QC under this Article 108.2 shall be for the account of the Company.

108.3 In the event that RHL in respect of the RHL Director, or MTL in respect of the MTL Director, agree that the relevant Director appointed by it should vacate his office, or the independent QC determines that such Director should vacate his office, the relevant Director shall promptly resign and/or RHL or MTL (as applicable) shall procure his resignation and replacement. Nothing in this Article 108 shall prejudice the right of RHL or MTL, throughout the respective Relevant Period, to be represented on the Board by an RHL Director or an MTL Director, as applicable, and to nominate a replacement for any such Director who has vacated his office.

109 Director not to retire on account of age

No person shall be disqualified from being appointed a Director, and no Director shall be required to vacate his office, by reason only of the fact that he has attained the age of seventy (70) years or any other age nor shall it be necessary by reason of his age to give special notice under the Statutes of any resolution. Where the Board convenes any general meeting of the Company at which) to the knowledge of the Board) a Director will be proposed for appointment or reappointment who will have attained the age of seventy (70) years or more at the date for which the meeting is convened, the Board shall give notice of his age in years in the notice convening the meeting or in any document accompanying the notice, but the accidental omission to do so shall not invalidate any proceedings, or any appointment or reappointment of that Director, at that meeting.

DIRECTORS INTERESTS

110 Transactions or arrangements with the Company

110.1 Provided that a Director (an “**Interested Director**”) has disclosed the nature and extent of any interests, direct and indirect, he has in:

110.1.1 any existing transaction or arrangement with the Company or in which the Company is otherwise interested, as required pursuant to section 182 of the Act (subject to the provisions of sub-section 182(6) of the Act); or

110.1.2 a proposed transaction or arrangement with the Company as required pursuant to section 177 of the Act (subject to the provisions of sub-section 177(6) of the Act),

the Directors (excluding the Interested Director) may authorise the Interested Director:

(a) to vote on, and be counted in the quorum in relation to, any resolution of the Board or a committee of the Board relating to; and

(b) otherwise to act on behalf of the Company in connection with,

any such existing or proposed transaction or arrangement in respect of which the Interested Director has declared an interest.

110.2 The Interested Director shall not vote on, or be counted in the quorum in relation to any resolution of the Board or a committee of the Board as to whether the Interested Director should be so authorised.

110.3 Any authorisation granted by the Directors (excluding the Interested Director) pursuant to Article 110.1 may be made subject to such terms and conditions as the Directors (excluding the Interested Director) may determine including, without limitation, the terms referred to in Article 112.3.

110.4 For the avoidance of doubt, unless the Interested Director has been so authorised pursuant to Article 110.1:

110.4.1 the Interested Director shall not vote on, or be counted in the quorum in relation to any resolution of the Board or a committee of the Board concerning the transaction or arrangement, or proposed transaction or arrangement, in respect of which the Interested Director has declared an interest; and

110.4.2 the Interested Director shall not act, or purport to act, on behalf of the Company in connection with, and shall recuse himself from all periods of Board meetings where the agenda item relates to, such transaction or arrangement, or proposed transaction or arrangement, in respect of which the Interested Director has declared an interest and shall not be entitled to receive or view any Board papers that relate thereto.

111 Situational conflicts

111.1 For the purposes of section 175 of the Act, the Directors shall have the power to authorise any matter (a “**conflict matter**”) which would or might otherwise constitute or give rise to a breach of the duty of a Director (a “**Conflicted Director**”) under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. For these purposes, references to a “conflict of interest” includes a conflict of interest and duty and a conflict of duties. This Article 111 does not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company which are governed by Article 110.

111.2 Authorisation of a matter under this Article shall be effective only if:

111.2.1 the conflict matter shall have been proposed in writing (giving full particulars of the relevant situation) for consideration at a meeting of the Directors, in accordance with the Board's normal procedures, or in such other manner as the Directors may approve;

111.2.2 any requirement as to the quorum at the meeting of the Directors at which the conflict matter is considered is met without counting the Conflicted Director and any other interested Director; and

111.2.3 the conflict matter was agreed to without the Conflicted Director, or any other conflicted or interested director, voting or would have been agreed to if the votes of the Conflicted Director and any other interested director had not been counted.

111.3 Subject to Article 111.6, any authorisation of a conflict matter pursuant to this Article shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict matter and, if granted, shall (subject to any terms and conditions imposed pursuant to Article 111.4 and subject to Article 111.6,) authorise a Conflicted Director:

111.3.1 to vote on, and be counted in the quorum in relation to, any resolution of the Board or a committee of the Board relating to; and

111.3.2 otherwise act on behalf of the Company in connection with,

any actual or proposed matter, transaction or arrangement concerning, connected to or otherwise related to the conflict matter or to which the conflict matter is relevant.

111.4 Any authorisation of a matter under this Article may be made subject to such terms and conditions as the Directors (excluding the Conflicted Director) may determine including, without limitation, the terms referred to in Article 112.3.

111.5 For the avoidance of doubt, unless the Conflicted Director has had the conflict matter authorised pursuant to Article 111.1:

111.5.1 the Conflicted Director shall not vote on, or be counted in the quorum in relation to any resolution of the Board or a committee of the Board concerning any actual or proposed matter, transaction or arrangement concerning, connected to or otherwise related to the conflict matter or to which the conflict matter is relevant; and

111.5.2 the Conflicted Director shall not act, or purport to act, on behalf of the Company in connection with, and shall recuse himself from all periods of Board meetings where the agenda item relates to, any actual or proposed matter, transaction or arrangement concerning, connected to or otherwise related to the conflict matter or to which the conflict matter is relevant and shall not be entitled to receive or view any Board papers that relate thereto.

111.6 It is acknowledged that the RHL Director is an appointee of RHL, and the MTL Director is an appointee of MTL, and that such fact constitutes a situational conflict matter for the purpose of Article 111.1 and section 175 of the Act. That situational conflict matter shall be deemed to have been authorised by the Company for the purpose of this Article 111, on the condition (and without prejudice to the requirement) that:

111.6.1 any existing transaction or arrangement with the Company or in which the Company is otherwise interested within section 182 of the Act; and

111.6.2 any proposed transaction or arrangement with the Company within section 177 of the Act,

in which such Director is interested as a result of such conflict matter shall be subject to the provisions of Article 110.1 to 110.4 (inclusive) and shall not be deemed to have been authorised by this Article 111.6 or Article 111.3.

112 Conflicts – general

112.1 An Interested Director or Conflicted Director shall comply with any obligation imposed on him by the Directors pursuant to any authorisation granted pursuant to Articles 110 and/or 111.

112.2 An Interested Director or Conflicted Director shall not, save as otherwise agreed by him, be accountable to the Company for any remuneration or benefit which he (or a person connected with him) derives from any matter authorised by the Directors under Articles 110 and/or 111 and no contract, transaction or arrangement relating thereto shall be liable to be avoided on the grounds of any such benefit.

- 112.3 The terms and conditions referred to in Articles 110.3 and 111.4 may include, without limitation, terms that the relevant Director(s):
- 112.3.1 will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to a third party; and
- 112.3.2 may be required by the Company to maintain in the strictest confidence any confidential information relating to the Company which also relates to the situation or matter in respect of which they have been authorised to act.
- 112.4 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.
- 112.5 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 in and be counted in the quorum in relation to each resolution which does not concern his own appointment or the settlement or variation of the terms or the termination of his own appointment.
- 112.6 For the purposes of this Article, an interest of a person who is for any purpose of the Statutes (excluding any statutory modification thereof not in force when this Article becomes binding on the Company), connected (which words shall have the meaning given to it by section 252 of the Companies Act 2006) with a Director shall be treated as an interest of the Director and, in relation to an alternate director, an interest of his appointer shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- 112.7 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.

113 Questions or disputes concerning conflicts

- 113.1 Subject to Articles 113.2 to 113.6 (inclusive), if any question shall arise at any meeting of the Board as to the interests 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. Subject to Articles 113.2 to 113.6 (inclusive), if any question shall arise at any meeting of the Board 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.

- 113.2 During each Relevant Period, if the Company or a Director at any time considers that the RHL Director (during the RHL Relevant Period) or the MTL Director (during the MTL Relevant Period) (for these purposes, the “**Affected Director**”) has either an interest in an existing or proposed transaction or arrangement with the Company or any other conflict of interest within the scope of Article 111, which the Affected Director has not disclosed pursuant to Article 110 or Article 111, as applicable, it shall specifically identify the matter in writing to all of the Directors (including, for the avoidance of doubt, the Affected Director).
- 113.3 If the Affected Director accepts the existence of their interest or conflict of interest, as applicable, then such interest or conflict of interest shall be deemed to have been declared in accordance with Article 110 or Article 111, as applicable, and the provisions of such Articles shall apply.
- 113.4 If the Affected Director disputes the existence or extent of their alleged interest or conflict of interest, as applicable, such that the matter cannot be resolved by agreement, then the existence or otherwise of the interest or conflict of interest shall be referred to an independent QC of recognised standing in matters of this nature for determination on the balance of probabilities, on terms agreed by the Affected Director and the Company, and the determination of such independent QC shall be binding on the Company and on the Affected Director in the absence of fraud or manifest error. The independent QC will be selected by agreement between the Company and the Affected Director or, if the Company and the Affected Director are unable so to agree then the Company shall request the President for the time being of the Law Society of England and Wales to make such selection.
- 113.5 Any referral of a dispute to an independent QC pursuant to this Article 113 shall be made on the basis that:
- 113.5.1 the Company and the Affected Director shall each have 10 business days (running concurrently) within which to make representations to the independent QC with respect to their position; and
- 113.5.2 the independent QC shall be required clearly to identify and define any matters in respect of which the Affected Director is determined to have an interest or a conflict of interest and any matters in respect of which they are not so determined; and
- 113.5.3 any costs associated with any referral of a dispute to an independent QC under this Article 113 shall be for the account of the Company, unless the independent QC determines that the Affected Director (or his appointing shareholder) has acted in a frivolous or vexatious manner in disputing the existence or extent of their alleged interest or conflict of interest (in which case such costs shall be borne by RHL or MTL (as the relevant appointing shareholder, as the case may be)).

- 113.6 In the event that the independent QC determines that the Affected Director has an interest or conflict of interest, as applicable, then such interest or conflict of interest shall be deemed to have been declared in accordance with Article 110 or Article 111, as applicable, and the provisions of such Articles shall apply.
- 113.7 The provisions of Articles 113.2 to 113.6 shall not apply in the case of the Directors requiring to consider matters constituting an Emergency (and accordingly the question of such interest must be dealt with without delay). In the event that questions arise as to the interests of a Director that relate to or would otherwise prevent the Board holding an Emergency Board Meeting (as defined in Article 118.2), the provisions of Article 113.1 shall apply to the determination of such interest. If, during the respective Relevant Period, the effect of such application is that the RHL Director or the MTL Director, as applicable, is deemed to be not entitled to count in the quorum or to vote on the Emergency in question, and this is disputed by the relevant Director (or by RHL or MTL, as applicable), then, without prejudice to the conduct of the relevant Emergency Board Meeting or the business transacted at it, the dispute will be referred to an independent QC and the provisions of Articles 113.4 to 113.6 shall apply, mutatis mutandis. In such circumstances, in the event that it is subsequently determined that there is no such conflict, or the conflict is removed by RHL or MTL, as applicable, appointing an alternative Director pursuant to its Relationship Agreement who is not so conflicted, a meeting of the Board shall be convened within 5 business days of such determination or removal at which the Board may ratify or reverse any action or resolution taken in respect of the relevant Emergency (but without prejudice to the validity of any actions taken in respect of the relevant Emergency as duly approved at the earlier Board meeting and in the absence of negligence, default, breach of duty or breach of trust on the part of the Directors present at such earlier Board meeting).

DIRECTOR'S GRATUITIES AND PENSIONS

114 Directors gratuities and pensions

The Board or any committee authorised by the Board may exercise all the powers of the Company to provide benefits, whether by the payment of gratuities, pensions, annuities, allowances, bonuses or by insurance or otherwise, for any Director or former Director who holds or has held but no longer holds an executive office, other office, place of profit or employment with the company or with any body corporate which is or has been a subsidiary undertaking of the Company or a predecessor in business of the Company or of any such subsidiary undertaking, and for any Member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office, place of profit or employment) establish, maintain, support, subscribe to and contribute to any scheme trust or fund for benefit of all or any such persons and pay premiums for the purchase or provision of any such benefits. The Board or any committee authorised by the Board may procure any of these matters to be done by the Company either alone or in conjunction with any other person. 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.

PROCEEDINGS OF THE BOARD

115 Board meetings

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

116 Notice of Board meetings

Notice of a Board meeting shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent to him in writing at his last known address or any other address given by him to the Company for this purpose. A Director absent or intending to be absent from the United Kingdom may request the Board that notices of Board meetings shall during his absence be sent in writing to him at an address given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to Directors not so absent. A Director may waive notice of any meeting either before or after the meeting but in the absence of any such waiver, notice of a Board meeting must be sent to each Director. For the avoidance of doubt notice of a Board meeting may be given using Electronic Communications to an address for the time being notified for that purpose to the person giving the notice.

In this Article, “address” in relation to Electronic Communications, includes any number or address used for the purposes of such communications.

117 Voting

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

118 Quorum

118.1 Subject to this Article 118.1 and Article 118.2, the quorum necessary for the transaction of the business of the Board shall be three Directors which:

118.1.1 for so long as the RHL Relevant Period is continuing, shall include the RHL Director; and

118.1.2 for so long as the MTL Relevant Period is continuing, shall include the MTL Director,

unless:

- (a) there are only two Directors who are not Interested Directors (as defined in Article 110) or Conflicted Directors (as defined in Article 111) (including in each case where the relevant Director has been found to be so pursuant to the process set out in Article 113.2 to Article 113.6, inclusive) and the relevant interest or conflict of interest has not been authorised in accordance with such Article(s) or has been authorised subject to a condition that the relevant Director should not count in the quorum at the relevant Board meeting, in which case the quorum requirement shall be reduced to two Directors;
- (b) the RHL Director or MTL Director, as applicable, is an Interested Director or a Conflicted Director as aforesaid and the relevant interest or conflict of interest has not been authorised in accordance with such Article(s) or has been authorised subject to a condition that the relevant Director should not count in the quorum at the relevant Board meeting, in which case Article 118.1.1 and/or 118.1.2, as applicable, shall be disregarded; or
- (c) the relevant meeting of the Board has been convened to consider an Emergency in accordance with this Article 118.

Accordingly the quorum necessary for the transaction of the business of the Board may never be less than two Directors.

118.2 The quorum necessary to hold a meeting of the Board to consider or approve any matter in relation to an Emergency (as defined below) (an “**Emergency Board Meeting**”) shall be any two Directors, provided that all of the following provisions of this Article 118 have been complied with.

118.3 In the event that the Company or any Director considers that an Emergency has arisen, an Emergency Board Meeting may be convened on not less than 48 hours’ notice provided that the Company shall:

- (a) together with the notice, provide the Directors with a detailed explanation of the relevant circumstances including why, in the Company’s or that Director’s opinion, the circumstances constitute an Emergency that must be dealt with immediately, to which the Directors may respond during such 48 hour notice period in respect of the Emergency Board Meeting; and
- (b) make (and be capable of evidencing) a genuine attempt to contact all Directors by all known Electronic Communications addresses and telephone numbers without having received a response within a reasonable length of time (being no less than the 48 hour minimum notice period for the meeting in question).

118.4 If any Director states in writing within such 48 hour notice period that they do not agree that the circumstances constitute an Emergency, then any proposed Emergency Board Meeting convened to consider those circumstances or any matter arising therefrom shall be cancelled or dissolved, as applicable, and the Company shall either:

- (a) seek legal advice from its external legal counsel confirming the matter meets the criteria for an Emergency (and if such advice is obtained, the Company or any Director may convene a meeting of the Board at any time thereafter); or
 - (b) convene a meeting of the Board to which the quorum requirements set out in Article 118.1 shall apply.
- 118.5 For so long as either Relevant Period is continuing, and subject to Articles 110 to 113 (inclusive), the Company shall, within five business days following any Emergency Board Meeting or otherwise on the first date on which the RHL Director (for so long as the RHL Relevant Period is continuing) and/or the MTL Director (for so long as the MTL Relevant Period is continuing) are available to attend, convene a meeting of the Board such that the Board may ratify or reverse any action or resolution taken in respect of the relevant Emergency (but without prejudice to the validity of any actions taken in respect of the relevant Emergency as duly approved at the earlier Board meeting and in the absence of negligence, default, breach of duty or breach of trust on the part of the Directors present at such earlier Board meeting).
- 118.6 For the purposes of this Article, an “**Emergency**” shall mean:
 - (a) any operational emergency, such as typhoons or natural disasters that require the immediate attention of the Board; or
 - (b) any regulatory emergency requiring the Company to make a public announcement or similar action, in each case as a matter of urgency, in accordance with the requirements of applicable law or regulation,for which the authority of the Board is required in accordance with the Company's authorities manual in respect of operations and transacting business in the Philippines approved by the Board from time to time.
- 118.7 If a quorum is not present within 30 minutes of the time specified for the relevant Board meeting in the notice of the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned until the same time and place the following week (or such earlier or later time as may be agreed, following receipt of proper notice, by a majority of the Directors). The quorum requirements for any such adjourned meeting shall remain the same as for the initial meeting, provided that if at the third adjourned meeting a quorum is still not present, the Directors then in attendance shall be deemed to form a quorum.
- 118.8 Subject to 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 the Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

119 Board vacancies below a minimum number

The continuing Directors or a sole continuing Director may act, notwithstanding any vacancies on the Board, but, if the number of Directors is less than the minimum number fixed or by in accordance with these Articles, the continuing Directors or Director may act only for the purpose of filling vacancies on the Board or of convening a general meeting of the Company. If there are no Directors or Director able or willing to act, then any two Members may call a general meeting of the Company for the purpose of appointing Directors.

120 Appointment of chairman

The Board may appoint a Director to be the chairman of the Board and may at any time remove him from that office. Unless he is willing to do so, the Director so appointed shall preside at every meeting of the Board at which he is present, but if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five (5) minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.

121 Competence of the Board

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.

122 Participation in meetings by telephone

All or any of the Members of the Board or of 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 and speak to 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 is and shall be deemed to be a meeting even if there is only one person physically present where it is deemed to take place.

123 Written resolutions

A resolution in writing signed by all Directors entitled to receive notice of a meeting of the Board (if that number is sufficient to constitute a quorum) or by all members of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or that committee duly convened and held and may be contained in one document (or in several document in all substantial respects in like form) each signed by one or more of the Directors or members of that committee. Any such document may be constituted by letter, facsimile or otherwise as the Board may from time to time resolve.

124 Company books

The Board shall cause minutes to be made in books kept for the purpose of recording:-

- 124.1 all appointments of officers made by the Board;
- 124.2 all proceedings at meetings of the Company, of the holders of any class of shares in the company and of the Board and of committees of the Board, including the names of the Directors or members of a committee of the Board, present at each such meeting.

Subject to the Statutes, any such minutes if purporting to be signed by the chairman of the meeting at which the appointments were made or proceedings held or by the chairman of the next succeeding meeting, shall be sufficient evidence of the facts therein stated without any further proof.

125 Validity of acts of the Board or a committee

All acts done by the Board or by a committee of the Board, or by a person acting as a Director or member of a committee of the Board shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director, member of a committee of the Board, or a person acting as a Director, or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if each such person had been duly appointed and was qualified and had continued to be a Director or a Member of the committee and had been entitled to vote.

COMPANY SECRETARY

126 Appointment and removal of Company Secretary

- 126.1 Subject to the Statutes, the Secretary shall be appointed by the Board at such remuneration and upon such terms as it thinks fit. If thought fit, two (2) or more persons may be appointed as joint Secretaries with the power to act jointly and severally. Any secretary so appointed may be removed by the Board.
- 126.2 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 (without invalidating that signature for any purpose) that at the time of signature there was no Secretary or no Secretary capable of acting.

THE SEAL

127 Use of seal

The Seal shall only be used by the authority of the Board or of a committee authorised by the Board in that behalf. The Board or any such committee may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by one Director and the Secretary or by two Directors, and any instrument to which an official seal is applied need not, unless the Board for the time being otherwise decided or the law otherwise requires, be signed by any person.

128 Execution as a deed without sealing

Where the Statutes so permit, any instrument signed by one (1) Director and the Secretary or by two (2) Directors and expressed to be executed by the Company shall have the same effect as if executed under the seal, provided that no instrument shall be so signed which make it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of the Board or of a committee authorised by the Board in that behalf.

129 Official seal

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

DIVIDENDS

130 Company may declare dividends

Subject to the Statutes, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the Members, but no dividend shall exceed the amount recommended by the Board. Subject to the Statutes, any determination by the Board of the amount of profits at any time available for distribution shall be conclusive.

131 Board may pay interim dividends and fixed dividends

Subject to the Statutes, the Board may pay interim dividends if it appears to the Board that they are justified by the financial position of the Company. If the share capital of the Company is divided into different classes, the Board may pay interim dividends on shares which confer deferred or non-preferred rights to dividends as well as on shares which confer preferential or special rights to dividends, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividends is in arrears. The Board may also pay at intervals settled by it any

dividend payable at a fixed date if it appears to the Board that the financial position of the Company justifies the payment. If the Board acts in good faith, it shall not incur any liability to the holders of shares conferring preferred rights for any loss which they may suffer by reason of the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

132 Calculation and currency of dividends

Except in so far as the rights attaching to any share otherwise provide, all dividends shall be declared and paid according to the amounts paid up on shares on which the dividend is paid, but (for the purposes of this Article only) no amount paid up on a share in advance of calls shall be treated as paid up on the share. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly. Dividends may be declared or paid in any currency and the Board may agree with any Member that dividends which 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 for the Company or any other person to bear any costs involved.

133 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 relevant Member (or person becoming entitled by transmission to the share) and delivered to the Company and if or to the extent that it is accepted as such or acted upon by the Company.

134 Non-cash dividends

A general meeting declaring a dividend may, upon the recommendation of the Board, by ordinary resolution direct that it shall be satisfied wholly or partly by the distribution of assets and, in particular, of paid-up shares or debentures of any other company and, where any difficulty arises concerning such distribution, the Board may settle it as the Board thinks expedient and in particular may issue fractional certificates or, subject to the Statutes and, in the case of shares held in uncertificated form, the system's rules, authorise and instruct any person to sell and transfer any fractions or may ignore fractions altogether, and may fix for distribution of any assets and may determine that cash shall be paid to any Member upon the basis of the value so fixed in order to secure equality of distribution and may vest any assets to be distributed in trustees as the Board may consider expedient.

135 Scrip dividends

Subject to the Statutes, the Board may, if authorised by an ordinary resolution of the Company, offer the holders of ordinary shares (subject to such exclusions or other arrangements as the board may consider necessary or expedient in relation to any legal or practical problems under the laws of any overseas territory or the requirements of any regulatory body or stock exchange) the right to elect to receive new ordinary shares, credited as fully paid, instead of cash for all or part (as determined by the Board) of the dividend specified by the ordinary resolution. The following provisions apply:-

- 135.1 an ordinary resolution may specify a particular dividend or dividends (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 fifth anniversary of the date of the meeting at which the ordinary resolution is passed;
- 135.2 the basis of allotment to each holder of ordinary shares shall be such number of new ordinary shares credited as fully paid as have a value as nearly as possible equal to (but not greater than) the amount of the dividend (disregarding any tax credit) which he has elected to forego. For this purpose, the "value" of an ordinary share shall be deemed to be whichever is the greater of its nominal value and the average of the middle market form the Daily Official List on the day on which the share are first quoted "ex" the relevant dividend by or in accordance with the ordinary resolution. A certificate or report by the Auditors as to the amount of the value in respect of any dividend shall be conclusive evidence of that amount;
- 135.3 no fraction of an ordinary share shall be allotted and if the holder of ordinary shares would otherwise be entitled to fractions of a share, the Board may deal with the fractions as it thinks fit;
- 135.4 the Board shall not proceed with any election unless the Company has sufficient unissued shares authorised for issue and sufficient reserves or funds which may be capitalised to give effect to the election following the Board's determination of the basis of allotment;
- 135.5 on or as soon as practicable after announcing that the Board is to declare or recommend any dividend, the Board, if it intends to offer an election for that dividend, shall also announce that intention and having determined the basis of allotment, shall notify the holders of ordinary shares (other than any in relation to whom an election mandate in accordance with this Article is subsisting) in writing of the right of election offered to them, and shall send with, or following such notification, forms of election and shall specify the procedure to be followed and place at which, and the latest date and time by which, duly completed forms of election must be lodged in order to be effective;
- 135.6 the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect of which an election has been duly made (the "elected shares") and instead additional ordinary shares shall be allotted to the holders of the elected share on the basis of allotment so determined. For such purpose, the Board shall capitalise, out of any amount standing to the credit of any reserve or fund (including the profit and loss account), whether or not the same is available for the additional ordinary shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued ordinary share for allotment and distribution to the holders of the elected shares on that basis;

- 135.7 the additional ordinary shares so allotted shall be allotted as of the record date for the dividend for which the right of election has been offered and shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue except that they will not rank for the dividend or other distribution entitlement in respect of which they have been issued. Unless the Board otherwise determines (and subject always to the regulation and the system's rules), the ordinary shares so allotted shall be issued as shares in certificated form (where the ordinary share in respect of which they have been allotted were in certificated form at the Scrip Record Time) provided that if the Company is unable under the system's rules to issue ordinary shares in uncertificated form to any person, 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 entitlement of Members to make elections as described in this Article, or on such other date as the Board may in its absolute discretion determine.
- 135.8 the Board may establish or vary a procedure for election mandates whereby a holder of ordinary shares may elect concerning future rights of election offered to that holder under this Article until the election mandate is revoked following that procedure.
- 135.9 the Board may exclude from any offer any holders of ordinary shares if it believes that it is necessary or expedient to do so in relation to any legal or practical problems under the law 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.

136 Enhanced scrip dividends

- 136.1 Without prejudice to the generality of the immediately preceding Article (Scrip dividends), the Board may, in respect of any cash dividend or other distribution (or any part thereof) declared or payable in relation to any financial year or period of the Company, offer to each holder of ordinary shares the right to elect to receive new ordinary shares, credited as fully paid, in respect of the whole or part of the ordinary shares held by them instead of such cash dividend, on any basis described in that Article but so that the entitlement by the Board holder of ordinary shares to such new ordinary shares shall be determined by the Board such that the value (determined on the basis decided on by the Board) of the new ordinary shares concerned may exceed the cash amount that such holders of ordinary shares would otherwise have received by way of dividend and, in respect of such offer, that Article shall take effect subject to this Article. Any offer made under this Article shall be an alternative to any offer made under that Article in respect of a particular cash dividend (but shall form part of any plan which is in operation thereunder).
- 136.2 Any exercise by the Board of the powers granted to the Board by this Article shall be subject to a special resolution approving the exercise of such powers in respect of the dividend in question or in respect of any dividends or other distributions declared or payable in respect of a specified financial year or period of the Company which include the dividend in question but such year or period may not end later than the conclusion of the annual general meeting next following the date of the meeting at which such resolution is passed. No further sanction shall be required under the immediately preceding Article and any authority granted under this Article shall not preclude the granting to the board of a separate authority under that Article.

137 Right to deduct amounts due on shares from dividends

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

138 No interest on dividends

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

139 Payment procedure

- 139.1 All dividends and interest shall belong and be paid (subject to any lien of the Company) to those Members whose names shall be on the Register at the date at which such dividend shall be declared or at the date on which such interest shall be payable respectively, or at such other date as the Company by ordinary resolution or the Board may determine notwithstanding any subsequent transfer or transmission of shares.
- 139.2 The Company may pay any dividend, interest or other monies payable in cash in respect of shares by direct debit, bank transfer, cheque, dividend warrant, money order or by any other method (including by electronic means) as the Board may consider appropriate.
- 139.3 Every such cheque, warrant or order shall be made payable to the person to whom it is sent, or to such other person as the holder or the joint holders may in writing direct, and may be sent by post or equivalent means of delivery directed to the registered address of the holder, or, in the case of joint holders, to the registered address of the joint holder whose name stands first in the Register, or to such persons and to such address as the holder or joint holders may in writing direct.
- 139.4 Every such payment made by direct debit or bank transfer shall be made to the holder or joint holders or to or through such other person as the holder or joint holders may in writing direct.
- 139.5 In respect of shares in uncertificated form, where the Company is authorised to do so by or on behalf of the holder or joint holders in such manner as the Board shall from time to time consider sufficient, the Company may pay any such dividend, interest or other monies by means of the relevant system. Every such payment shall be made in such manner as may be consistent with the system's rules and, without prejudice to the generality of the foregoing, may include the sending by the Company or by any person on its behalf of an instruction to the Operator of the relevant system to credit the cash memorandum account of the holder or joint holders or, if permitted by the Company, of such person as the holder or joint holder may in writing direct.

- 139.6 The Company shall not be responsible for any loss of any such cheque, warrant or order and any payment made in any manner permitted by these Articles shall be at the sole risk of the holder or joint holders. Without prejudice to the generality of the foregoing if any such cheque, warrant or order has been, or is alleged to have been, lost, stolen or destroyed, the Board may, on request of the person entitled thereto, issue a replacement cheque, warrant or order subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the company in connection with the request as the board may think fit.
- 139.7 The issues of such cheque, warrant or order, the collection of funds from or transfer of funds by a bank in accordance with such direct debit or bank transfer or, in respect of shares uncertificated form, the making of payment in accordance with the system's rules, shall be a good discharge to the Company.

140 Receipt by joint holder

If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividend or other moneys payable in respect of the share.

141 Where payment of dividends need not be made

The Company may cease to send any cheque or warrant through the post or to effect payment by any other means for any dividend or other monies payable in respect of a share which is normally paid in that manner on that share if in respect of at least two consecutive dividends payable on that share payment, through no fault of the Company, has not been effected (or, following one such occasion, reasonable enquiries have failed to establish any new address of the holder) but, subject to these Articles, the company shall recommence payments in respect of dividends or other monies payable on that share by that means if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.

142 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 twelve (12) years from the date when it was declared or became due for payment shall be forfeited and shall revert to the Company.

CAPITALISATION OF PROFITS

143 Capitalisation of profits

- 143.1 Upon the recommendation of the Board, the Company may pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or all or any part of any sum standing to the credit of any reserve or fund (whether or not available for distribution).
- 143.2 The Board may appropriate the sum resolved to be capitalised to the Members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or (subject to approval by ordinary resolution and to any subsisting special rights previously conferred on any shares or class of shares) in paying up in full unissued shares of any class (but not redeemable shares) or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those Members, or as they may direct, in those proportions, or partly in one way and partly in the other; but for the purpose of this Article the share premium account, the capital redemption reserve, and any reserve or fund representing profits which are not available for distribution may only be applied in paying up in full unissued shares of the Company.
- 143.3 The Board may authorise any person to enter on behalf of all Members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation and any matters incidental thereto, any agreement made under such authority being binding on all such Members.
- 143.4 If any difficulty arises concerning any distribution of any capitalised reserve or fund, the Board may subject to the Statutes and, in the case of shares in uncertificated form, the system's rules, settle it as the Board considers expedient and in particular may issue fractional certificates, authorise any person to sell and transfer any fractions or resolve that the distribution should be made as nearly as practicable in the correct proportion or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties as the Board considers expedient.

AUTHENTICATION OF DOCUMENTS

144 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 affecting the constitution of the Company and any resolutions passed by the Company or the Board or any committee and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts as true copies or extracts. A document 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 faith of such document 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.

RECORD DATES

145 Power to choose record date

Notwithstanding any other provision of these Articles, the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made.

ACCOUNTS AND OTHER RECORDS

146 Records to be kept

The Board shall cause accounting records to be kept sufficient to give a true and fair view of the Company's state of affairs and to comply with the Statutes.

147 Copy of accounts to be sent to Members

A printed copy of every profit and loss account and balance sheet, including all documents required by law to be annexed to the balance sheet which is to be laid before the Company in general meeting, together with copies of the Directors' and of the Auditors' reports (or such other documents which may be required or permitted by law to be sent in their place) shall not less than twenty one (21) Clear Days before the date of the meeting be sent to every Member (whether or not he is entitled to receive notices of general meetings of the Company), and to every holder of debentures of the Company (whether or not he is entitled), and to the Auditors provided that if the Company is permitted by law to send to any Member, to any holder of debentures of the Company or to the Auditors any summary financial statement in place of all or any of such profit or loss account and balance sheet or other document, this Article shall impose no greater

obligation on the Company than that imposed by law; but this Article shall not require a copy of those document to be sent to any Member or holder of debentures of whose address the company is unaware or to more than one of the joint holders of any shares or debentures.

148 Inspection of records

No Member in his capacity as a Member shall have any right of inspecting any record, book or document of any description belonging to the Company except as conferred by the Statutes or authorised by the Board or by ordinary resolution of the Company.

149 Destruction of documents

149.1 The Company may destroy:-

149.1.1 any instrument of transfer of shares and any other document on the basis of which an entry is made in the Register, at any time after the expiration of six years from the date of registration;

149.1.2 any instruction concerning the payment of dividends or other monies in respect of any share or any notification of change of name or address, at any time after the expiration of two years from the date the instruction or notification was recorded; and

149.1.3 any share certificate which has been cancelled, at any time after the expiration of one year from the date of cancellation;

provided that the Company may destroy any such type of document after such shorter period as the Board may determine if a copy of such document is retained in microfilm or by other similar means and is not destroyed earlier than the original might otherwise have been destroyed in accordance with this Article.

149.2 It shall conclusively be presumed in favour of the Company that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every share certificate so destroyed was a valid and effective document duly and properly cancelled and that every other document so destroyed was a valid and effective document in accordance with its particulars recorded in the books or records of the Company provided that:-

149.2.1 this Article shall apply only to the destruction of a document in good faith and without express notice that its retention was relevant to any claim (regardless of the parties to the claim);

149.2.2 nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than the times referred to in this Article or in any case where the conditions of this Articles are not fulfilled; and

149.2.3 references in this Article to the destruction of any document or thing include references to its disposal in any manner.

NOTICES

150 Notices must be in writing

Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board) shall be in writing or shall be given using Electronic Communications to an address for the time being notified for that purpose to the person giving the notice.

In this regulation, "address" in relation to Electronic Communications, includes any number or address used for the purposes of such communications.

151 Service of notice

151.1 Any notice or other document (including a share certificate) may be served on or delivered to a Member by the Company either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by so addressing the envelope and leaving it at the address or by any other means authorised in writing by the Member concerned. In the case of joint holders of a share, all notices or other documents shall be served on or delivered to the joint holder whose name stands first in the Register in respect of the joint holding and such service or delivery shall for all purposes be deemed sufficient service on or delivery to all the joint holders. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices or other documents may be served on or delivered to him shall be entitled to have notices or other documents served on or delivered to him at that address, but otherwise no such Member shall be entitled to receive any notice or other documents from the Company.

151.2 Without prejudice to Articles 151.1 and 147 the Company may send notice or any other document including without limitation annual accounts and interim accounts to a Member by Electronic Communication provided that:

151.2.1 The Member has given his consent in writing to receiving such documents by the specific means of communication proposed to be used and in such consent has specified to the Company an address to which the notice shall be sent by such means; and

151.2.2 The means of communication proposed to be used by the Company enables the Member concerned to read the text of the notice (assuming the reception equipment of the Member is operating in accordance with normal or standard criteria for the means of communication in question); and

151.2.3 The use of Electronic Communication to send the documents by the means of communication proposed to be used by the Company is permitted by the Statutes.

152 When notice deemed served

Any notice or other document, if sent by the Company by post, shall be deemed to have been served or delivered on the day following that on which it was put in the post and, in proving service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, prepaid and put in the post or duly given to the delivery agents. Any notice or other document not sent by post but 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 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 contained in an Electronic Communication shall be deemed to have been served at the expiration of forty eight (48) hours after the time it was sent. Any notice or other document to be given by the Company by advertisement shall be deemed to have been served on the day on which the advertisement appears.

153 Service of notice on person entitled by transmission

Where a person is entitled by transmission to a share, any notice or other document shall be served upon or delivered to him by the Company, as if he were the holder of that share and the address noted in the Register were his registered address. Otherwise, any notice 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 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.

154 Record date for service

Any notice 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 fifteen (15) calendar 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 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 or document.

155 Loss of entitlement to receive notices

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

156 Notice when post not available

- 156.1 If at any time postal services within the United Kingdom are suspended or curtailed so that the Company is unable to effectively to convene a general meeting or a meeting of the holders of any class of shares in its capital by notice sent through the post, any such meeting may be convened by a notice advertised in at least one newspaper with a national circulation and in that event the notice shall be deemed to have been served on all Members and persons entitled by transmission, who are entitled to have notice of the meeting served upon them, on six (6) Clear Days prior to the meeting the giving of notices by post to addresses throughout the United Kingdom has, in the Board's opinion, become practicable, the Company shall send confirmatory copies of the notice by post to the person entitled to receive them.
- 156.2 At any time that postal services in the United Kingdom are suspended or curtailed, any other document considered by the Board to be capable of communication by advertisement shall, if advertised in at least one such newspaper, be deemed to have been notified to all Members and person entitled by transmission.

WINDING UP

157 Distribution in kind

If the Company commences liquidation, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Statutes:-

- 157.1 divide among the Members in kind the whole or any part of the assets of the Company (whether the assets are of the same kind or not) and may, for that purpose, value any assets and determine how the division shall be carried out as between the Members or different classes of Members or otherwise as the resolution may provide; or
- 157.2 vest the whole or any part of the assets in trustees upon such trusts for the benefit of the contributors as the liquidator, with the like sanction, shall determine,

but no Member shall be compelled to accept any assets upon which there is a liability.

Any such resolution may provide for and sanction a distribution of any specific assets amongst different classes of Members otherwise than in accordance with their existing rights, but each Member shall in that event have a right of dissent and other ancillary rights in the same way as if the resolution were a special resolution passed in accordance with the Insolvency Act 1986.

158 Power of sale

The power of sale of the liquidator shall include a power to sell wholly or partly for shares or debentures or other obligations of another company, either then already constituted or about to be constituted, for the purpose of carrying out the sale.

INDEMNITY

159 Officer's indemnity

Subject to the Statutes, the Company may indemnify any Director or other officer against any liability. Subject to those provisions, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company and the Auditors shall be indemnified out of the assets of the Company against any liability incurred by him as a Director, other officer of the Company or as Auditor in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty or breach of trust on his part or in connection with any application under the Statutes in which relief is granted to him by the court.

160 Power to insure

Subject to the Statutes, 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 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 is or has been interested, indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, employee or trustee.