

SIGNET GROUP PLC
Form 6-K
June 10, 2008

FORM 6-K

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Special Report of Foreign Issuer

Pursuant to Rule 13a - 16 or 15d - 16 of
The Securities and Exchange Act of 1934

For the date of 10 June 2008

SIGNET GROUP plc
(Translation of registrant's name into English)

15 Golden Square
London W1F 9JG
England
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40F.

Form 20-F Form 40-F

Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82-

Company number: 477692

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

SIGNET GROUP PLC

(Adopted by Special Resolution passed on 6 June 2008)

SIGNET GROUP PLC

Articles of Association

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Company number: 477692

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

SIGNET GROUP PLC

(Adopted by Special Resolution passed on 6 June 2008)

PRELIMINARY

1. Definitions

(A) In these Articles (unless the context requires otherwise) the following words have the following meanings:

the 1985 Act	The Companies Act 1985 to the extent in force from time to time;
the 2006 Act	The Companies Act 2006 to the extent in force from time to time;
the Acts Articles	The 1985 Act and the 2006 Act; These articles of association including any changes made to them;
Auditors Board	The auditors of the Company; The board of Directors or the Directors present or deemed to be present at a duly convened meeting at which a quorum is present;
certificated	In relation to a share, a share which is recorded in the Register of Members as being held in certificated form;
clear days	In relation to the period of a notice, that period excluding the day when the notice is given or deemed given and the day for which it is given or on which it is to take effect;
Company Director	Signet Group plc, registered in England with number 477692; A director of the Company;
electronic address	Any number or address used for the purposes of sending or receiving notices, documents or information by electronic means;
electronic form	Has the meaning given in the 2006 Act;
electronic means	Has the meaning given in the 2006 Act;
Group	The group comprising the Company and its subsidiary undertakings (not including any parent undertaking of the Company);
Group Undertaking holder	Any undertaking in the Group, including the Company; In relation to a share, the member whose name is entered in the Register of Members as the holder of that share;
Listing Rules	The listing rules of the UKLA made pursuant to Part VI of the Financial Services and Markets Act 2000;
London Stock Exchange member	London Stock Exchange plc; A member of the Company or, if the context so requires, a member of the Board or of any committee;
Official List Operator	The Official List of the UKLA; The Operator (as defined in the Uncertificated Securities Regulations) of the Uncertificated System;
Ordinary Shares paid or paid up	Ordinary shares of nine tenths of a cent each in the Company; Paid up or credited as paid up;

Participating Security	A share or class of shares or a renounceable right of allotment of a share, title to which is permitted to be transferred by means of an Uncertificated System in accordance with the Uncertificated Securities Regulations;
Registered Office	The registered office of the Company;
Register of Members	(i) the register of members kept pursuant to the Acts; or (ii) at any time whilst the Company has Participating Securities, the Company's issuer register of members (as defined in the Uncertificated Securities Regulations) or, in relation to any uncertificated shares, the Company's Operator register of members (as defined in the Uncertificated Securities Regulations), both such registers being kept pursuant to the Uncertificated Securities Regulations; or (iii) as the case may be, any overseas branch register kept pursuant to these Articles and in accordance with the Acts and the Uncertificated Securities Regulations;
Seal	The common seal of the Company or any official or securities seal that the Company has or may have as permitted by the Acts;
Secretary	The secretary of the Company or any other person appointed to perform any of the duties of the secretary of the Company including a joint, temporary, assistant or deputy secretary;
share	A share in the capital of the Company;
UKLA	The Financial Services Authority in its capacity as the United Kingdom Listing Authority;
uncertificated	In relation to a share, a share to which title is recorded in the Register of Members as being held in uncertificated form and title to which may be transferred by means of an Uncertificated System in accordance with the Uncertificated Securities Regulations;
Uncertificated Securities Regulations	The Uncertificated Securities Regulations 2001;
Uncertificated System	The CREST system or any other applicable system which is a "relevant system" for the purpose of the Uncertificated Securities Regulations; and
US\$, US dollars,	The lawful currency for the time being of the United States of America.
United States dollars	

(B) In these Articles:

- (i) words or expressions which are not defined in paragraph (A) of this Article have the same meanings (where applicable) as in the Acts;
- (ii) a reference to any statute or any statutory instrument or any provision of a statute or of a statutory instrument includes a reference to any modification or re-enactment of it for the time being in force and any order, regulation, instrument or other subordinate legislation made under such statute or statutory provision or under the statute under which such statutory instrument was made;

- (iii) words in the singular include the plural and vice versa, words importing any gender include all genders and a reference to a "**person**" includes any individual, firm, partnership, unincorporated association, company, corporation or other body corporate;
- (iv) references to "**writing**" or "**written**" include printing, typewriting, lithography, photography and any other modes of representing or reproducing words in a legible and non-transitory form whether sent or supplied in electronic form or made available on a website or otherwise;
- (v) a reference to an Uncertificated System is a reference to the Uncertificated System in respect of which the particular share or class of shares or renounceable right of allotment of a share is a Participating Security;
- (vi) where an ordinary resolution is expressed to be required for any purpose, a special resolution is also effective for such purpose; and
- (vii) headings do not affect the interpretation of any Article.

2. Exclusion of Table A

The regulations contained in Table A as prescribed under the 1985 Act, or in any equivalent table prescribed under any former enactment, do not apply to the Company.

CAPITAL

3. Capital

The share capital of the Company is US\$53,368,866.171 divided into 5,929,874,019 ordinary shares of US\$0.009 each ("**Ordinary Shares**") and £50,000 divided into 50,000 deferred shares of £1 each ("**Deferred Shares**").

3A. Deferred Shares

(A) Income

The holder of a Deferred Share shall not be entitled to participate in the profits of the Company.

(B) Capital

The holder of a Deferred Share shall not have any right to participate in any distribution of the Company's assets on a winding up or other distribution except that after the return of the nominal amount paid up on each share in the capital

of the Company of any class other than the Deferred Shares and the distribution of a further US\$1,000 in respect of each share there shall be distributed to a holder of a Deferred Share (for each Deferred Share held by him) an amount equal to the nominal value of the Deferred Share.

(C) Voting and General Meetings

A holder of a Deferred Share shall not be entitled in respect of such holding to receive notice of any general meeting nor to attend, speak or vote at any general meeting.

(D) Class Rights

The Company may from time to time create, allot and issue further shares, whether ranking *pari passu* with, in priority to or deferred to, or having more favourable rights in terms of income, capital, voting or otherwise, to the Deferred Shares, and such creation, allotment or issue shall be deemed not to involve a variation of the rights attaching to the Deferred Shares for any purpose. A reduction in or repayment of the share capital (whether or not issued or fully or partly paid up) of the Company or the other capital reserves of the Company shall not involve a variation of the rights attaching to the Deferred Shares, and the Company shall be entitled at any time to reduce or repay the whole or any part of its share capital (whether or not issued or fully or partly paid up) or its other capital reserves in accordance with the Acts without obtaining the consent of the holders of the Deferred Shares.

4. Allotment

(A) Subject to the Acts and these Articles, any unissued shares shall be at the disposal of the Board, who may offer, allot, grant options over or otherwise dispose of them to such persons and on such terms as it may decide (including, without limitation, terms relating to the renunciation of any allotment).

(B) Subject to the Acts and without prejudice to any rights attached to any shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine (or, if the Company has not so determined, as the Board may determine).

(C) Subject to the Acts, any share may be issued which is, or is to be liable, to be redeemed at the option of one or both of the Company or the holder, on such terms and in such manner as may be provided by these Articles.

(D) The Company shall not be bound to register more than four persons as the joint holders of any share or shares.

5. Share warrants to bearer

(A) Subject to the Acts, the Company may, with respect to any shares which are fully paid (as to the nominal value and any premium), issue a warrant (a "**share warrant**") stating that the bearer of the warrant is entitled to the shares specified in it. The Company may provide (by coupons or otherwise) for the payment of future dividends or other moneys on or in respect of the shares included in a share warrant. The shares specified in the share warrant may be

transferred by the delivery of the share warrant. The provisions of these Articles as to transfer and transmission of shares shall not apply to share warrants.

(B) The powers referred to in paragraph (A) of this Article may be exercised by the Board, which may determine and vary the terms on which a share warrant is to be issued, including (without limitation) terms on which:

- (i) a new share warrant or coupon may be issued in the place of one damaged, defaced, worn out or lost (provided that no new share warrant shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed);
- (ii) the bearer of the share warrant may be entitled to receive notice of and to attend, vote and demand a poll at general meetings and adjourned meetings;
- (iii) dividends may be paid; and
- (iv) any share warrant may be surrendered and the name of the holder entered in the Register of Members in respect of the shares specified in it.

(C) The bearer of a share warrant shall be subject to the terms in force and applicable to such share warrant, whether made before or after its issue. Subject to any conditions for the time being in force relating to share warrants and as otherwise expressly provided in these Articles, the bearer of a share warrant may at any time deposit the share warrant at the Registered Office (or at such other place as the Board may from time to time appoint) and so long as the share warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, of giving notice of intention to submit a resolution to a meeting and of attending and voting, appointing a proxy and exercising the other privileges of a member at any meeting held after the expiration of forty-eight hours from the time of deposit and be entitled to be given any notices by the Company which are to be given, after the expiration of forty-eight hours from the time of such deposit, to holders of shares of that class, as if his name were inserted in the Register of Members as the holder of the shares included in the deposited share warrant, provided that in the case of a share warrant deposited elsewhere than at the Registered Office (or such other place as aforesaid), the depositor shall have obtained from the person with whom the same is deposited a certificate of such deposit in such form as the Board may require specifying (inter alia) the share warrant and the number of shares included therein, and shall have lodged the same at the Registered Office (or such other place as aforesaid) not less than forty-eight hours before the time appointed for the holding of the meeting at which the depositor desires to attend or to be represented. Not more than one person shall be recognised as a depositor of any share warrant. Every share warrant which shall have been so deposited as aforesaid shall remain so deposited until after the closing of the meeting at which the depositor desires to attend or to be represented.

(D) Subject as otherwise expressly provided in these Articles or by the terms of issue of any shares or in any conditions for the time being in force relating to share warrants, no person shall, as bearer of a share warrant, be entitled to sign a requisition for calling a meeting of the Company or give notice of intention to submit a resolution to a meeting or attend or vote or give a proxy or exercise any other privilege of a member at a meeting of the Company, or be entitled to receive any notices from the Company, but the bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the shares included in the share warrant, and he shall be deemed to be a member of the Company.

6. Commissions and brokerage

The Company may exercise all powers conferred by the Acts of paying commissions in relation to a subscription for shares or other allotment. Subject to the Acts, such commissions may be satisfied in cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also pay such brokerage in relation to a subscription for shares as may be lawful.

7. Trusts not recognised

Except as required by law, no person shall be recognised by the Company as holding any share on any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right of the holder to share in its entirety (even if the Company has notice of such interest).

8. Purchase of own shares

Subject to the Acts and to any rights attached to any shares, the Company may purchase, or enter into a contract under which it will or may purchase, any of its own shares of any class (including any redeemable shares) in any way. Any shares to be so purchased may be selected for purchase on any basis and in any manner whatsoever.

VARIATION OF CLASS RIGHTS

9. Sanction

(A) If the share capital of the Company is divided into shares of different classes, any of the rights attached to any class of shares (notwithstanding that the Company may be or be about to be in liquidation) may (unless the rights attached to the shares of the class otherwise provide) be varied or abrogated in any manner with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of shares of the class duly convened and held in accordance with these Articles.

(B) Subject to the terms of issue of or rights attached to any shares, the rights or privileges attached to any class of shares shall be deemed not to be varied or abrogated by:

- (i) the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued;

- (ii) the reduction of the capital paid up on such shares or by the purchase or redemption by the Company of any of its own shares in accordance with the Acts and these Articles; or
- (iii) the Board resolving that a class of shares is to become or is to cease to be, or the Operator permitting such class of shares to become or to cease to be, a Participating Security.

10. Class meetings

(A) The Board may call a separate general meeting of the holders of the shares of any class at any time and for any purpose as it thinks fit, regardless of whether section 334 of the 2006 Act applies to such meeting. Section 334 of the 2006 Act shall be deemed to apply (so far as applicable) to each such meeting for the purpose of these Articles. The provisions of these Articles as to general meetings shall also apply (so far as applicable) to each such meeting.

(B) A separate meeting for the holders of a class of shares shall be convened and conducted as nearly as possible in the same way as a general meeting, except that:

- (i) no member, other than a Director, shall be entitled to notice of it or to attend it unless he is a holder of shares of that class;
- (ii) no vote may be given except in respect of a share of that class;
- (iii) the quorum at the meeting other than an adjourned meeting shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of that class and at an adjourned meeting the quorum shall be one person holding shares of that class or his proxy; and
- (iv) a poll may be demanded by any member present in person or by proxy and entitled to vote at the meeting and on a poll each member shall have one vote for every share of that class of which he is the holder.

(C) For the purpose of these Articles, a general meeting at which no holder of a share other than an ordinary share may, in his capacity as a member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares.

ALTERATION OF SHARE CAPITAL

11. Increase, consolidation, sub-division and cancellation

The Company may by ordinary resolution:

- (i) increase its share capital by a sum to be divided into shares of amounts prescribed by the resolution;
- (ii) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
- (iii) subject to the Acts, sub-divide all or any of its shares into shares of a smaller amount; and
- (iv) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by a person and diminish the amount of its share capital by the amount of the shares so cancelled,

and may by the resolution decide that one or more of the shares resulting from any such division or sub-division may have any preference or other advantage as compared with the others or may be made subject to any restriction as compared with the others.

12. Fractions

(A) If, as the result of a consolidation and division or a sub-division of shares, fractions of shares become attributable to members, the Board may on behalf of the members deal with the fractions as it thinks fit, including (without limitation) in either of the ways prescribed in this Article below.

(B) The Board may sell shares representing the fractions to any person (including, subject to the Acts, the Company) for the best price reasonably obtainable and distribute the net proceeds of sale in due proportion amongst the persons to whom such fractions are attributable (except that if the amount due to a person is less than \$5.00, or such other sum as the Board may decide, the Company may retain such sum for its own benefit). To give effect to such sale the Board may:

- (i) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares to the purchaser or as the purchaser may direct; and
- (ii) in the case of uncertificated shares, exercise any power conferred on it by Article 16 (**uncertificated shares**) to effect a transfer of the shares.

(C) The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to at paragraph (B) of this Article shall be effective as if it had been executed or exercised by the holder of the shares to which it relates.

(D) In relation to the fractions the Board may issue, subject to the Acts, to a member credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding of shares to a number which, following a consolidation and division or a sub-division, leaves a whole number of shares (such issue being deemed to have been effected immediately before the consolidation or the sub-division, as the case may be). The amount

required to pay up those shares may be capitalised as the Board thinks fit out of amounts standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the Board capitalising part of any such reserve or fund will have the same effect as if the capitalisation had been made with the sanction of an ordinary resolution of the Company pursuant to Article 132 (**capitalisation of profits and reserves**). In relation to the capitalisation the Board may, without the sanction of an ordinary resolution of the Company, exercise all the powers conferred on it by Article 132.

13. Reduction of share capital

Subject to the Acts and to any rights attached to any shares, the Company may by special resolution reduce its share capital or any capital redemption reserve, share premium account or other undistributable reserve in any way.

CERTIFICATED SHARES

14. Right to certificates

- (A) Subject to the Acts and these Articles and, if applicable, the requirements of the Listing Rules and the London Stock Exchange, every person (except any person in respect of whom the Company is not required by the Acts to complete and have ready for delivery a share certificate), upon becoming the holder of a certificated share is entitled, without charge, to one certificate for all the certificated shares of a class registered in his name or, in the case of certificated shares of more than one class being registered in his name, to a separate certificate for each class of shares, unless the terms of issue of the shares provide otherwise.
- (B) Where a member (other than a person in respect of whom the Company is not required by the Acts to complete and have ready for delivery a share certificate) transfers part of his shares comprised in a certificate he shall be entitled, without charge, to one certificate for the balance of certificated shares retained by him.
- (C) The Company is not bound to issue more than one certificate for certificated shares held jointly by two or more persons. Delivery of a certificate to one joint holder shall be sufficient delivery to all joint holders.
- (D) Any certificate to which a person is entitled shall be delivered (i) in the case of issue within one month after allotment (or such longer period as the terms of issue shall provide) or (ii) in the case of a transfer of shares which are fully paid (as to nominal value and any premium) within five business days, or, where applicable, such other period as is from time to time permitted by the Listing Rules or the rules of the London Stock Exchange, after the lodgement with the Company of the relevant instrument of transfer of the shares, and (iii) in the case of a transfer of partly paid shares, within two months after the lodgement with the Company of the relevant instrument of transfer.
- (E) A certificate shall specify the number and class and the distinguishing numbers (if any) of the shares in respect of which it is issued and the amount paid up on the shares. It shall be issued under the Seal, which may be affixed to or printed on it, or in such other manner as the Board may approve, having regard to the terms of issue and, where applicable, the requirements of the Listing Rules and the rules of the London Stock Exchange.

15. Replacement certificates

If any certificate is worn-out, defaced, lost or destroyed, the Company may cancel it and issue a replacement certificate, subject to such terms as the Board may decide as to evidence and indemnity (with or without security) and to payment of any exceptional out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity or such security, but otherwise free of charge, and (if the certificate is worn-out or defaced) on delivery up of the old certificate.

UNCERTIFICATED SHARES

16. Uncertificated shares

- (A) The Board may resolve that a class of shares is to become, or is to cease to be, a Participating Security.
- (B) Shares of a class shall not be treated as forming a separate class from other shares of the same class as a consequence of such shares being held in certificated or uncertificated form or of any provision in these Articles or the Uncertificated Securities Regulations applying only to certificated shares or to uncertificated shares.
- (C) Any share of a class which is a Participating Security may be changed from an uncertificated share to a certificated share and from a certificated share to an uncertificated share in accordance with the Uncertificated Securities Regulations.
- (D) These Articles apply to uncertificated shares of a class which is a Participating Security only to the extent that these Articles are consistent with the holding of such shares in uncertificated form, with the transfer of title to such shares by means of the Uncertificated System and with the Uncertificated Securities Regulations.
- (E) Any instruction given by means of an Uncertificated System as referred to in these Articles shall be a dematerialised instruction given in accordance with the Uncertificated Securities Regulations, the facilities and requirements of the Uncertificated System and the Operator's rules and practices.
- (F) For any purpose under these Articles, the Company may treat a member's holding of uncertificated shares and of certificated shares of the same class as if they were separate holdings, unless the Board otherwise decides.
- (G) Where the Company is entitled under the Acts, the Operator's rules and practices, these Articles or otherwise to dispose of, forfeit, enforce a lien over or sell or otherwise procure the sale of any shares of a class which is a Participating Security which are held in uncertificated form, the Board may take such steps (subject to the Uncertificated Securities Regulations and to such rules and practices) as may be required or appropriate, by instruction by means of the Uncertificated System or otherwise, to effect such disposal, forfeiture, enforcement or sale including by (without limitation):
 - (i) requesting or requiring the deletion of any computer-based entries in the Uncertificated System relating to the holding of such shares in uncertificated form;

- (ii) altering such computer-based entries so as to divest the holder of such shares of the power to transfer such shares other than to a person selected or approved by the Company for the purpose of such transfer;
- (iii) requiring any holder of such shares, by notice in writing to him, to change his holding of such uncertificated shares into certificated form within any specified period;
- (iv) requiring any holder of such shares to take such steps as may be necessary to sell or transfer such shares as directed by the Company;
- (v) otherwise rectify or change the Register of Members in respect of any such shares in such manner as the Board considers appropriate (including, without limitation, by entering the name of a transferee into the Register of Members as the next holder of such shares); and/or
- (vi) appointing any person to take any steps in the name of any holder of such shares as may be required to change such shares from uncertificated form to certificated form and/or to effect the transfer of such shares (and such steps shall be effective as if they had been taken by such holder).

LIEN ON SHARES

17. Company's lien on shares not fully paid

- (A) The Company has a first and paramount lien on each issued share (not being a share which is fully paid up as to nominal value and any premium) for all amounts payable to the Company (whether actually or contingently and whether presently payable or not) in respect of such share.
- (B) The lien applies to all dividends on any such share and to all amounts payable by the Company in respect of such share. It also applies notwithstanding that:
 - (i) the Company may have notice of any equitable or other interest of any person in any such share; or
 - (ii) any such amounts payable may be the joint debts and liabilities of both the holder of the share and one or more other persons.
- (C) The Board may resolve that any share be exempt wholly or in part from this Article.

18. Enforcement of lien by sale

- (A)

For the purpose of enforcing the Company's lien on any shares, the Board may sell them in such manner as it decides if an amount in respect of which the lien exists is presently payable and is not paid within fourteen clear days following the giving of a notice to the holder (or any person entitled by transmission to the shares) demanding payment of the amount due within such fourteen clear day period and stating that if the notice is not complied with the shares may be sold.

(B) To give effect to such sale the Board may:

- (i) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares in the name and on behalf of the holder of, or the person entitled by transmission to, them to the purchaser or as the purchaser may direct; and
- (ii) in the case of uncertificated shares, exercise any power conferred on it by Article 16 (**uncertificated shares**) to effect a transfer of the shares.

(C) The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to at paragraph (B) of this Article shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.

19. Application of sale proceeds

The net proceeds of any sale of shares subject to the Company's lien under these Articles (after payment of the costs and expenses of sale) shall be applied in or towards satisfaction of the amount then due to the Company in respect of the shares. Any balance shall be paid to the original holder of, or the person entitled (but for such sale) by transmission to, the shares on (in the case of certificated shares) surrender to the Company for cancellation of the certificate for such shares and (in all cases) subject to the Company having a lien on such balance on the same basis as applied to such shares for any amount not presently payable as existed on such shares before the sale.

CALLS

20. Calls

(A) Subject to the terms on which shares are allotted, the Board may make calls on the members (and any persons entitled by transmission) in respect of any amounts unpaid on their shares (whether in respect of nominal value or premium) and not payable on a date fixed by or in accordance with the allotment terms. Each such member or other person shall pay to the Company the amount called, subject to receiving at least fourteen clear days' notice specifying when and where the payment is to be made, as required by such notice.

(B) A call may be made payable by instalments. A call shall be deemed to have been made when the resolution of the Board authorising it is passed. A call may, before the Company's receipt of any amount due under it, be revoked or postponed in whole or in part as the Board may decide. A person upon whom a call is made will remain liable for calls made on him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

21. Liability of joint holders

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

22. Interest

If the whole of the sum payable in respect of any call is not paid by the day it becomes due and payable, the person from whom it is due shall pay all costs, charges and expenses that the Company may have incurred by reason of such non-payment, together with interest on the unpaid amount, from the day it became due and payable until it is paid, at the rate fixed by the terms of the allotment of the share or in the notice of the call or, if no rate is fixed, at such rate, not exceeding ten per cent. per annum (compounded on a six monthly basis), as the Board shall determine. The Board may waive payment of such costs, charges, expenses or interest in whole or in part.

23. Differentiation

Subject to the allotment terms, the Board may make arrangements on or before the issue of shares to differentiate between the holders of shares in the amounts and times of payment of calls on their shares.

24. Payment in advance of calls

(A) The Board may receive from any member (or any person entitled by transmission) all or any part of the amount uncalled and unpaid (whether as to nominal value or any premium) on the shares held by him (or to which he is entitled). The liability of each such member or other person on the shares to which such payment relates shall be reduced by such amount. The Company may pay interest on such amount from the time of receipt until the time when such amount would, but for such advance, have become due and payable at such rate not exceeding ten per cent. per annum (compounded on a six monthly basis) as the Board may decide.

(B) No sum paid up on a share in advance of a call shall entitle the holder to any portion of a dividend subsequently declared or paid in respect of any period prior to the date on which such sum would, but for such payment, become due and payable.

25. Restrictions if calls unpaid

Unless the Board decides otherwise, no member shall be entitled to receive any dividend or to be present or vote at any meeting, or adjourned meeting, or to exercise any right or privilege as a member until he has paid all calls due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any) to the Company.

26. Sums due on allotment treated as calls

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

FORFEITURE

27. Forfeiture after notice of unpaid call

(A) If a call or an instalment of a call remains unpaid after it has become due and payable, the Board may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any costs, charges and expenses that the Company may have incurred by reason of such non-payment. The notice shall state the place where payment is to be made and that, if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited. If the notice is not complied with, any shares in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Board. The forfeiture will include all dividends and other amounts payable in respect of the forfeited shares which have not been paid before the forfeiture.

(B) The Board may accept the surrender of a share which is liable to be forfeited in accordance with these Articles. All provisions in these Articles which apply to the forfeiture of a share also apply to the surrender of a share.

28. Notice after forfeiture

When a share has been forfeited, the Company shall give notice of the forfeiture to the person who was before forfeiture the holder of the share or the person entitled by transmission to the share. An entry that such notice has been given and of the fact and date of forfeiture shall be made in the Register of Members. No forfeiture will be invalidated by any omission to give such notice or make such entry.

29. Consequences of forfeiture

- (A) A share shall, on its forfeiture, become the property of the Company.
- (B) All interest in and all claims and demands against the Company in respect of a share and all other rights and liabilities incidental to the share as between its holder and the Company shall, on its forfeiture, be extinguished and terminate except as otherwise stated in these Articles or, in the case of past members, as provided by the Acts.
- (C) The holder of a share (or the person entitled to it by transmission) which is forfeited shall:
- (i) on its forfeiture cease to be a member (or a person entitled) in respect of it;
 - (ii) if the share was a certificated share, surrender to the Company for cancellation the certificate for the share;
 - (iii) remain liable to pay to the Company all monies payable in respect of the share at the time of forfeiture, with interest from such time of forfeiture until the time of payment, in the same manner in all respects as if the share had not been forfeited; and
 - (iv) remain liable to satisfy all (if any) claims and demands which the Company might have enforced in respect of the share at the time of forfeiture without any deduction or allowance for the value of the share at the time of forfeiture or for any consideration received on its disposal.

30. Disposal of forfeited share

- (A) Subject to the Acts, a forfeited share may, within the period of three years from the forfeiture, be sold, re-allotted or otherwise disposed of, on such terms and in such manner as the Board may decide, either to the person who was before the forfeiture the holder or to any other person. If within such period of three years the share has not been sold, re-allotted or otherwise disposed of, the Board shall at the end of such period of three years cancel the share and shall diminish the amount of the authorised and issued share capital of the share so cancelled. Where for the purpose of its disposal a forfeited share is to be transferred to any transferee, the Board may:
- (i) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares in the name and on behalf of their holder to the purchaser or as the purchaser may direct; and
 - (ii) in the case of uncertificated shares, exercise any power conferred on it by Article 16 (**uncertificated shares**) to effect a transfer of the shares.
- (B) The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to at paragraph (A) of this Article shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.

31. Proof of forfeiture

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 against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of any necessary instrument of transfer) constitute good title to the share. The person to whom the share is disposed of shall not be bound to see to the application of the consideration (if any) given for it on such disposal. His title to the share will not be affected by any irregularity in, or invalidity of, the proceedings connected with the forfeiture or disposal.

UNTRACED MEMBERS

32. Sale of shares

- (A) The Company may sell at the best price reasonably obtainable any share of a member, or any share to which a person is entitled by transmission, if:
- (i) during the period of twelve years prior to the date of the publication of the advertisements referred to in this paragraph (A) (or, if published on different dates, the earlier or earliest of them):
 - (a) no cheque, warrant or money order in respect of such share sent by or on behalf of the Company through the post in a pre-paid envelope addressed to the member or to the person entitled by transmission to the share, at his address in the Register of Members or other address last known to the Company, has been cashed; and
 - (b) no cash dividend payable on the shares has been satisfied by the transfer of funds to a bank account of the member (or person entitled by transmission to the share) or by transfer of funds by means of the Uncertificated System,

and the Company has received no communication (whether in writing or otherwise) in respect of such share from such member or person, provided that during such twelve year period the Company has paid at least three cash dividends (whether interim or final) in respect of shares of the class in question and no such dividend has been claimed by the person entitled to such share;

- (ii) on or after the expiry of such twelve year period the Company has given notice of its intention to sell such share by advertisements in a national newspaper published in England and in a newspaper circulating in the area in which the address in the Register of Members or other last known address of the member or the person entitled by transmission to the share or the address for the service of notices on such member or person notified to the Company in accordance with these Articles is located;
- (iii) such advertisements, if not published on the same day, are published within thirty days of each other;

- (iv) during a further period of three months following the date of publication of such advertisements (or, if published on different dates, the date on which the requirements of this paragraph (A) concerning the publication of newspaper advertisements are met) and prior to the sale the Company has not received any communication (whether in writing or otherwise) in respect of such share from the member or person entitled by transmission; and
- (v) the Company has informed the UKLA of its intention to make such sale, if shares of the class concerned are listed on the Official List of the UKLA.

(B) If during such twelve year period, or during any subsequent period ending on the date when all the requirements of paragraph (A) of this Article have been met in respect of any shares, any additional shares have been issued in respect of those held at the beginning of, or previously so issued during, any such subsequent period and all the requirements of paragraph (A) of this Article have been satisfied with regard to such additional shares, the Company may also sell the additional shares.

(C) To give effect to a sale pursuant to paragraph (A) or paragraph (B) of this Article, the Board may:

- (i) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares in the name and on behalf of the holder of, or the person entitled by transmission to, them to the purchaser or as the purchaser may direct; and
- (ii) in the case of uncertificated shares, exercise any power conferred on it by Article 16 (**uncertificated shares**) to effect a transfer of the shares.

(D) The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to at paragraph (C) of this Article shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.

33. Application of sale proceeds

The Company shall account to the member or other person entitled to such share for the net proceeds of such sale by carrying all monies in respect of the sale to a separate account. The Company shall be deemed to be a debtor to, and not a trustee for, such member or other person in respect of such monies. Monies carried to such separate account may either be employed in the business of the Company or invested as the Board may think fit. No interest shall be payable to such member or other person in respect of such monies and the Company shall not be required to account for any money earned on them.

TRANSFER OF SHARES

34. Form of transfer

(A) Subject to these Articles, a member may transfer all or any of his shares:

- (i) in the case of certificated shares, by an instrument of transfer in writing in any usual form or in another form approved by the Board, which must be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid) by or on behalf of the transferee; or
- (ii) in the case of uncertificated shares, in accordance with the Uncertificated Securities Regulations; or
- (iii) in the case of an instrument of transfer expressed to be a transfer of shares denominated in sterling and bearing a date which is on or before 5 February 2007, such transfer shall be a transfer of the same number of Ordinary Shares as is specified in such transfer.

(B) The transferor shall remain the holder of the share transferred until the name of the transferee is entered in the Register of Members in respect of it.

35. Registration of a certificated share transfer

(A) Subject to these Articles, the Board may in its absolute discretion refuse to register the transfer of a certificated share or the renunciation of a renounceable letter of allotment unless it is:

- (i) in respect of a share which is fully paid up as to the nominal value and any premium;
- (ii) in respect of a share on which the Company has no lien;
- (iii) in respect of only one class of shares;
- (iv) in favour of a single transferee or renounee or not more than four joint transferees or renounees;
- (v) duly stamped (if required); and
- (vi) delivered for registration to the Registered Office or such other place as the Board may decide, accompanied by the certificate for the shares to which it relates (except in the case of a transfer of a share, for which a certificate has not been issued, by a person in respect of whom the Company is not required by the Acts to complete and have ready for delivery a share certificate, and except in the case of a renunciation) and any other evidence as the Board may reasonably require to prove the

title to such share of the transferor or person renouncing and the due execution by him of the transfer or renunciation or, if the transfer or renunciation is executed by some other person on his behalf, the authority of such person to do so,

provided that the Board shall not refuse to register any transfer or renunciation of any certificated shares listed on the Official List of the UKLA on the ground that they are partly paid in circumstances where such refusal would prevent dealings in such shares from taking place on an open and proper basis.

(B) If the Board refuses to register a transfer or renunciation pursuant to this Article, it shall as soon as practicable and in any event within two months after the date on which the transfer or renunciation was delivered to the Company, send notice of the refusal to the transferee or renounee together with reasons for the refusal. The Board shall send to the transferee such further information about the reasons for the refusal as the transferee may reasonably request. An instrument of transfer or renunciation which the Board refuses to register shall (except in the case of suspected fraud) be returned to the person delivering it. All instruments of transfer which are registered may be retained by the Company.

36. Registration of an uncertificated share transfer

(A) The transfer of title to any uncertificated share or the renunciation or transfer of any renounceable right of allotment of a share which is a Participating Security held in uncertificated form shall only be registered in accordance with the Uncertificated Securities Regulations. No such transfer or renunciation which is in favour of more than four persons jointly shall be registered unless the Board otherwise resolves.

(B) If any such transfer or renunciation is not registered pursuant to the Uncertificated Securities Regulations or these Articles the Company shall, within two months after the date on which the instruction relating to such transfer or renunciation was received by the Company, send notice of the refusal to the transferee or renounee.

37. Renunciation of allotments

The Board may, at its discretion, recognise and give effect to a renunciation of the allotment of any share by the allottee in favour of some other person.

38. No fee on registration

No fee shall be charged for the registration of a transfer of a share or the renunciation of a renounceable letter of allotment or other document relating to or affecting the title to any share.

39. Closing of Register of Members

The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods, not exceeding thirty days in any year, as the Board may decide (subject to the Uncertificated Securities Regulations in the case of any shares of a class which is a Participating Security).

TRANSMISSION OF SHARES

40. On death

If a member dies, the survivors or survivor where he was a joint holder, or his personal representatives where he was the sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares. Nothing in these Articles shall release the estate of a deceased holder from any liability in respect of a share which has been held by him solely or jointly.

41. Election of person entitled by transmission

(A) 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 a transmission of such entitlement by operation of law, may, on such evidence as to his title being produced as the Board may require, elect either to become registered as the holder of such share or to have some person nominated by him so registered. If he elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have some other person registered, he shall:

- (i) in the case of a certificated share, execute an instrument of transfer of such share to such person; and
- (ii) in the case of an uncertificated share, either:
 - (a) procure that all appropriate instructions are given by means of the Uncertificated System to effect the transfer of such share to such person; or
 - (b) change the uncertificated share to certificated form and then execute an instrument of transfer of such share to such person.

(B) All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer or instructions (as the case may be) referred to at paragraph (A) of this Article as if the notice were an instrument of transfer and as if the instrument of transfer were executed, or the instructions were given, by the member and the event giving rise to the transmission had not occurred.

(C) The Board may give notice requiring a person to make the election referred to in paragraph (A) of this Article. If such notice is not complied with within sixty days, the Board may withhold payment of all dividends and other

amounts payable in respect of the share until the election has been made.

42. Rights on transmission

A person becoming entitled by transmission to a share shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as its holder, be entitled in respect of it to receive notice of, or to attend or vote at, any general meeting, any separate meeting of the holders of any class of shares or any adjourned meeting.

GENERAL MEETINGS

43. Annual general meetings

The Company shall hold annual general meetings, which shall be convened by the Board, in accordance with the Acts.

44. Convening general meetings

The Board may convene a general meeting whenever it thinks fit. A general meeting shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Acts and no business shall be transacted at such meeting except that stated by the requisition or proposed by the Board. If there are not sufficient Directors to form a quorum in order to convene a general meeting, any Director may convene a general meeting.

45. Notice of general meetings

(A) Subject to the provisions of the Acts, an annual general meeting and all other general meetings of the Company shall be convened by at least such minimum period of notice as is prescribed under the Acts.

(B) Subject to the Acts and notwithstanding that it is convened by shorter notice than that specified in paragraph (A) of this Article, a general meeting shall be deemed to have been duly convened if it is so agreed:

- (i) in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and
- (ii) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

(C) The notice of meeting shall specify:

- (i) in the case of an annual general meeting, the meeting as such;
- (ii) the place, the date and the time of the meeting;
- (iii) subject to the requirements (where applicable) of the Listing Rules and the rules of the London Stock Exchange, the general nature of the business to be transacted;
- (iv) if the meeting is convened to consider a special resolution, the intention to propose the resolution as such; and
- (v) with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, vote instead of him and that a proxy need not also be a member.

(D) Where the Company has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting.

(E) The notice of meeting:

- (i) shall be given to the members (other than a member who, under these Articles or any restrictions imposed on any shares, is not entitled to receive notice from the Company), to the Directors and to the Auditors; and
- (ii) may specify a time by which a person must be entered on the Register of Members in order for such person to have the right to attend or vote at the meeting (subject to the Uncertificated Securities Regulations, if the Company is then a participating issuer for the purpose of the Uncertificated Securities Regulations).

(F) The accidental omission to send or give a notice of meeting to, or the failure to give notice due to circumstances beyond the Company's control to, or the non-receipt of notice of a meeting by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

46. Quorum for general meeting

No business shall be transacted at a general meeting unless a quorum is present. Two persons entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member (including for this purpose two persons who are proxies or corporate representatives of

the same member), shall be a quorum. The absence of a quorum will not prevent the appointment of a chairman of the meeting. Such appointment shall not be treated as being part of the business of the meeting.

47. Procedure if quorum not present

(A) If within five minutes (or such longer time not exceeding one hour as the chairman of the meeting may decide to wait) after the time appointed for the holding of the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting:

- (i) if convened on the requisition of members, shall be dissolved; and
- (ii) in any other case shall stand adjourned to the same day in the next week or to such other date and at such other time and place as the chairman (or, in default, the Board) may decide.

(B) If at such adjourned meeting a quorum is not present within five minutes after the time appointed for holding it one person entitled to vote on the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum.

48. Chairman of general meeting

The chairman (if any) of the Board or, in his absence, the deputy chairman (if any) shall preside as chairman at a general meeting. If there is no chairman or deputy chairman, or if at a meeting neither is present within five minutes after the time appointed for the start of the meeting, or neither is willing to act, the Directors present shall select one of their number to be chairman of the meeting. If only one Director is present and willing to act, he shall be chairman of the meeting. In default, the members present in person and entitled to vote shall choose one of their number to be chairman of the meeting.

49. Rights of Directors and others to attend meetings

A Director (and any other person invited by the chairman of the meeting to do so) shall be entitled to attend and speak at a general meeting, at a separate meeting of the holders of any class of shares and at an adjourned meeting, whether or not he is a member.

50. Accommodation of members at meeting

If it appears to the chairman of the meeting that the meeting place specified in the notice convening the meeting, or appointed for the holding of an adjourned meeting, is inadequate to accommodate all members, proxies and representatives of corporations which are members who are entitled and wish to attend, the meeting will be duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities are available to ensure that all such persons who are unable to be accommodated are able (whether at the meeting place or elsewhere):

- (i) to participate in the business for which the meeting has been convened;
- (ii) to hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise); and
- (iii) to be heard and seen by all other persons present in the same way.

51. Security

In addition to any measures which the Board may be required to take due to the location or venue of the meeting, or adjourned meeting, the Board may make any arrangement and impose any restriction it considers appropriate and reasonable in the circumstances to ensure the security of a meeting including, without limitation, the searching of any person attending the meeting and the imposing of restrictions on the items of personal property that may be taken into the meeting place. The Board may refuse entry to, or eject from, a meeting a person who refuses to comply with any such arrangements or restrictions.

52. Power to adjourn

(A) The chairman of the meeting may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time (or indefinitely) and from place to place.

(B) Without prejudice to any other power of adjournment which the chairman of the meeting may have under these Articles, at common law or otherwise, the chairman may, without the consent of the meeting, adjourn the meeting from time to time (or indefinitely) and from place to place if he decides that it is necessary or appropriate to do so in order to:

- (i) secure the proper and orderly conduct of the meeting; or
- (ii) give all persons entitled to do so an opportunity of attending the meeting; or
- (iii)

give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or

- (iv) protect the safety of any person attending the meeting; or
- (v) ensure that the business of the meeting is properly concluded or disposed of, including (without limitation) for the purpose of determining the result of a poll.

53. Notice of adjourned meeting

Whenever a meeting is adjourned for fourteen days or more or indefinitely, at least seven clear days' notice, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. Except in these circumstances, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

54. Business of adjourned meeting

No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

VOTING

55. Voting at a general meeting

(A) At a general meeting, or an adjourned 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 a poll is demanded by:

- (i) the chairman of the meeting; or
- (ii) t h e
Directors;
or
- (iii) at least three members having the right to vote at the meeting; or
- (iv) a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

- (v) a member or members holding shares conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

(B) 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 lost, or not carried by a particular majority, and an entry in respect of such a declaration in the minutes of the meeting, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

(C) A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman of the meeting. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. 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.

56. Poll procedure

(A) No poll shall be demanded on the election of a chairman of a meeting or (except by, or with the consent of, the chairman of the meeting) on any question of adjournment. A poll duly demanded on a question of adjournment shall be taken immediately and a poll on any other matter shall be taken either immediately or at such time and place, not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded, as the chairman shall direct. The chairman may direct the manner in which a poll shall be taken and may appoint scrutineers, who need not be members. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice must 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, or adjourned meeting, at which the poll was demanded.

(B) The demand for a poll, except on a question of adjournment, shall not prevent the continuance of the meeting, or adjourned meeting, for the transaction of any business other than the question on which a poll has been demanded.

57. Votes of members

(A) Subject to any rights or restrictions attaching to any shares:

- (i) on a show of hands every member who is present in person has one vote, and every proxy who has been duly appointed by a member entitled to vote has one vote; and
- (ii) on a poll every member (whether present in person or by proxy) has one vote for every share of which he is the holder. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

(B) In the case of joint holders, the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders. Seniority shall be determined by the order in which the names of the holders stand in the Register of Members in respect of the joint holding.

(C) In the case of a member in respect of whom an order has been made by any court or official having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder or incapacity votes may be cast, on a show of hands or on a poll, by his guardian or other person duly authorised to act on his behalf. Evidence to the satisfaction of the Board of the authority of the person claiming the right to vote shall be delivered to the Registered Office, or such other place as is specified in accordance with these Articles for the delivery or receipt of appointments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.

58. Chairman's casting vote

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

59. Voting restrictions on an outstanding call

Unless the Board decides otherwise, no member shall have the right to vote at any meeting either in person or by proxy in respect of any share held by him whether alone or jointly with any other person, unless all amounts presently payable by him in respect of that share have been paid.

60. Proxy appointment

(A) Subject to Article 60(B) below, the appointment of a proxy shall be in writing and in any usual form or in any other form which the Board may approve and shall be executed by or on behalf of the appointor, which in the case of a corporation may be either under its common seal (or in any other manner permitted by law and having the same effect as if executed under seal) or under the hand of a duly authorised officer, attorney or other person. A member is entitled to appoint another person who need not be a member as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. Delivery of an appointment of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it. A form of proxy shall, unless it provides to the contrary, be valid for any adjournment of the meeting to which it relates. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him. References in these articles to an appointment of proxy include references to an appointment of multiple proxies.

(B) **The Board may allow an appointment of proxy to be sent or supplied in electronic form subject to any conditions or limitations as the Board may specify, and where the Company has given an electronic address in any appointment of proxy or invitation to appoint a proxy, any document or information relating to proxies for**

the meeting (including any document necessary to show the validity of, or otherwise relating to, an appointment of proxy, or notice of the termination of the authority of a proxy) may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting.

(C) An appointment of proxy together with any authority under which it is executed or a copy of the authority certified notarially or in some other way approved by the Board) may:

- (i) in the case of an appointment of proxy in hard copy form be received at the Registered Office or such other place in the United Kingdom as is specified in the notice convening the meeting, or in any appointment of proxy or any invitation to appoint a proxy sent out or made available by the Company in relation to the meeting, not less than 48 hours before the time appointed for holding the meeting, or adjourned meeting, at which the person named in the appointment of proxy proposes to vote;
- (ii) in the case of an appointment of proxy in electronic form, be received at the address specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent out or made available by the Company in relation to the meeting, not less than 48 hours before the time appointed for holding the meeting, or adjourned meeting, at which the person named in the appointment of proxy proposes to vote;
- (iii) in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, be received as aforesaid not less than 24 hours (or such shorter time as the Board may determine) before the time appointed for the taking of the poll.

An appointment of proxy which is not, or in respect of which the authority or copy thereof is not, delivered or received in a manner so permitted shall be invalid (unless the Board, in its absolute discretion in relation to any such appointment, waives any such requirement and decides to treat such appointment as valid).

(D) Where two or more valid appointments of proxy are received in respect of the same share in relation to the same meeting, the one which is last sent shall, unless otherwise specified in the notice convening the meeting, be treated as replacing and revoking the other or others. If the Company is unable to determine which is last sent, the one which is last received shall be so treated. If the Company is unable to determine either which is last sent or which is last received, none of such appointments shall be treated as valid in respect of that share.

(E) An appointment of proxy shall be deemed (in accordance with section 329 of the 2006 Act) to confer authority to demand or join in demanding a poll.

(F) The Board may at the expense of the Company send or make available appointments of proxy or invitations to appoint a proxy to the members by post, by electronic means or otherwise (with or without provision for their return by pre-paid post) for use at any general meeting, at any separate meeting of the holders of any class of shares, at any adjourned meeting or on any poll, either in blank or nominating as proxy any one or more of the Directors or any other person. If for the purpose of any meeting appointments of proxy or invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense, they shall be issued to all (and not to some only) of the members entitled to be sent notice of such meeting and to vote at it. The accidental omission, or the failure due to circumstances beyond the Company's control, to send or make available such an appointment of proxy or give such an invitation to, or the non-receipt thereof by, any member entitled to attend and vote at a meeting, or adjourned meeting, shall not invalidate the proceedings at that meeting.

61. Termination of proxy or corporate authority

A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll, unless notice of the termination was delivered to the Company at the Registered Office, or at such other place or address at which an appointment of proxy may be duly received or delivered, not later than the last time at which an appointment of proxy should have been received in order for it to be valid for use at the meeting at which the vote was given or the poll demanded or for use on the holding of the poll at which the vote was given.

62. Corporate representatives

Subject to the provisions of the Acts, any corporation (other than the Company itself) which is a member may, by resolution of its directors or other governing body, authorise a person or persons to act as its representative or representatives at any general meeting of the Company or at any separate meeting of the holders of any class of shares or at any adjourned meeting. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person or persons so authorised is present at it. All references in these Articles to attendance and voting in person shall be construed accordingly. A Director, the Secretary or some other person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution so authorising him or such other evidence of his authority reasonably satisfactory to such person before permitting him to exercise his powers.

63. Amendment to resolutions

(A) If an amendment shall be proposed to any resolution but shall be ruled out of order by the chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution. With the consent of the chairman, an amendment may be withdrawn by its proposer before it is voted on.

(B) A special resolution may be amended by ordinary resolution if:

- (i) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (ii) the amendment does not go beyond what is necessary to correct a clear error in the resolution.

(C) An ordinary resolution may be amended if:

- (i) written notice of the terms of the proposed amendment and of the intention to move the amendment have been delivered to the Company at the Office at least 48 hours before the time for holding the meeting or the adjourned meeting at which the ordinary resolution in question is proposed and the proposed amendment does not, in the reasonable opinion of the chairman, materially alter the scope

of the resolution; or

- (ii) the chairman of the meeting, in his absolute discretion, decides that the proposed amendment may be considered or voted on.

64. Objection to error in voting

No objection may be raised to the qualification of any person voting at a general meeting or on a poll or to the counting of, or failure to count, any vote, except at the meeting or adjourned meeting or at the time the poll is taken (if not taken at the meeting or adjourned meeting) at which the vote objected to is tendered. Subject to any objection made in due time, every vote counted and not disallowed at the meeting or when the poll is taken shall be valid and every vote disallowed or not counted shall be invalid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

FAILURE TO DISCLOSE INTERESTS IN SHARES

65. Failure to disclose interests in shares

(A) For the purpose of this Article:

- (i) "**Exempt Transfer**" means, in relation to shares held by a member:
 - (a) a transfer pursuant to acceptance of a takeover offer (within the meaning of section 974 of the 2006 Act) for the Company or in relation to any of its shares;
 - (b) a transfer in consequence of a sale made through the London Stock Exchange or any stock exchange selected by the Company outside the United Kingdom on which any shares are normally traded; or
 - (c) a transfer which is shown to the satisfaction of the Board to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares;
- (ii)