

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PUBLIC LIMITED COMPANY**

Company No. 4228788

The Registrar of Companies for England and Wales hereby certifies that  
ESTELAR RESOURCES PLC

is this day incorporated under the Companies Act 1985 as a public  
company and that the company is limited.

Given at Companies House, Cardiff, the 5th June 2001



\*N04228788Q\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC008B



Companies House

for the record

12

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

Company Name in full

ESTELAR RESOURCES PLC

I, **Ronald William Scarlett**

of **371 ANCIENNE VOIE ROMAINE, ROQUEBRUNNE CAP MARTIN, FRANCE.**

† Please delete as appropriate.

do solemnly and sincerely declare that I am a ~~† Solicitor engaged in the formation of the company~~ person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

*Ronald W. Scarlett*

Declared at

**7/8 Bloomsbury Sq. London WC1**

Day Month Year

On

**01 06 2001**

† Please print name.

before me †

**SOPHIE MACARTHY.**

Signed

*Ron Scarlett*

Date

**4/6/01.**

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

**Ron Scarlett, Alliance Investments SAM, 57  
Rue Grimaldi, Monaco MC9800**

Tel **00 377 9216 5198**

DX number

DX exchange



LD2  
COMPANIES HOUSE

0499  
04/06/01

Form revised June 1998

When you have completed and signed the form please send it to the Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales

or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland

**DX 235 Edinburgh**



Companies House

for the record

10

Please complete in typescript,  
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of  
registered office

Company Name in full

ESTELAR RESOURCES PLC

Proposed Registered Office

(PO Box numbers only, are not acceptable)

SHAKESPEARE HOUSE

42 NEWMARKET ROAD.

Post town

CAMBRIDGE

County / Region

CAMBRIDGESHIRE

Postcode

CB5 8EP

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

☐

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

2

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

Ron Scarlett, Alliance Investments SAM, 57  
Rue Grimaldi, Monaco MC9800

Tel 00 377 9216 5198

DX number

DX exchange



LD2  
COMPANIES HOUSE

0498  
04/06/01

Form revised July 1998


When you have completed and signed the form please send it to the  
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

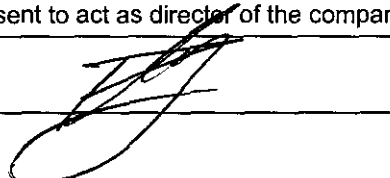
DX 235 Edinburgh

## Company Secretary (see notes 1-5)

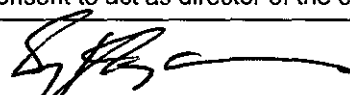
Company name	ESTELAR RESOURCES PLC		
<b>NAME</b>	*Style / Title	Mr	*Honours etc
* Voluntary details	Forename(s)	Ronald William	
	Surname	Scarlett	
	Previous forename(s)	-	
	Previous surname(s)	-	
<b>Address</b>	371 Ancienne Voie Romaine		
<b>Usual residential address</b>			
For a corporation, give the registered or principal office address.	Post town	Roquebrune Cap Martin	
	County / Region		Postcode 06190
	Country	France	
I consent to act as secretary of the company named on page 1			
<b>Consent signature</b>			Date 1/6/2001

## Directors (see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	*Style / Title	Mr	*Honours etc
	Forename(s)	Paul Allen	
	Surname	Ray	
	Previous forename(s)	-	
	Previous surname(s)	-	
<b>Address</b>	74 Boulevard d'Italie		
<b>Usual residential address</b>			
For a corporation, give the registered or principal office address.	Post town		
	County / Region		Postcode MC98000
	Country	Monaco	
<b>Date of birth</b>	Day	Month	Year
	1	1	0 4 1 9 4 9
<b>Business occupation</b>	Company Director		
<b>Other directorships</b>	Heritage Petroleum Plc		
I consent to act as director of the company named on page 1			
<b>Consent signature</b>			Date 1/6/2001

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	<b>*Style / Title</b>	Mr	<b>*Honours etc</b>	
<b>* Voluntary details</b>	<b>Forename(s)</b>	Bryce Gordon		
	<b>Surname</b>	Roxburgh		
	<b>Previous forename(s)</b>	-		
	<b>Previous surname(s)</b>	-		
<b>Address</b>	3 Tolentino Street			
<b>Usual residential address</b>				
For a corporation, give the registered or principal office address.	<b>Post town</b>	San Lorenzo Village		
	<b>County / Region</b>	Makati City	<b>Postcode</b>	1221
	<b>Country</b>	Philippines		
	<b>Date of birth</b>	Day: 1, 4, 0, 1	Month: 1, 9, 4, 7	<b>Nationality</b> Australian
	<b>Business occupation</b>	Company Director		
	<b>Other directorships</b>	-		
	I consent to act as director of the company named on page 1			
<b>Consent signature</b>			<b>Date</b>	1/6/2001

**This section must be signed by**

**Either**

**an agent on behalf of all subscribers**

**Signed**

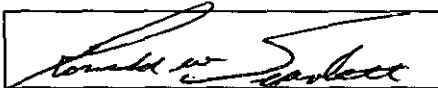
—

**Date**

**Or the subscribers**

**( i.e those who signed as members on the memorandum of association).**

**Signed**



**Date**

1/6/2001

**Signed**



**Date**

1/6/2001

**Signed**

—

**Date**

**Signed**

—

**Date**

**Signed**

—

**Date**

**Signed**

—

**Date**

## Company Secretary (see notes 1-5)

Company name **ESTELAR RESOURCES PLC**

**NAME**

\*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address**

### **Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

**Consent signature**

**Date**

## **Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME**

\*Style / Title

Mr

\*Honours etc

Forename(s)

Ronald William

Surname

Scarlett

Previous forename(s)

-

Previous surname(s)

-

**Address**

371 Ancienne Voie Romaine

### **Usual residential address**

For a corporation, give the registered or principal office address.

Post town

Roquebrune Cap Martin

County / Region

Postcode

06190

Country

France

Day Month Year

**Date of birth**

1 8 0 1 1 9 5 5

**Nationality** British

**Business occupation**

Financial Consultant

**Other directorships**

See continuation sheet

I consent to act as director of the company named on page 1

**Consent signature**

**Date**

1/6/2001

**ESTELAR RESOURCES PLC**

**Form 10 Continuation sheet**

**Ronald William Scarlett – other directorships**

Heritage Petroleum Plc

Sandco 637 Limited

Adderstone Finance Limited

Avonmore Acceptances Limited

Azure UK Holdings Plc

Mosaic Securities Limited

014228788

100647

THE COMPANIES ACTS 1985 AND 1989  
PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

014920

Estelar Resources Plc



1. The Company's name is Estelar Resources Plc.
2. The Company is to be a public company.
3. The Company's registered office is to be situate in England.
4. The Company's objects are:-
  - 4.1. To carry on business as a general commercial company.
  - 4.2. Without prejudice to the generality of the foregoing object and the powers of the Company derived from Section 3(A) Companies Act 1985 the Company has power to do all or any of the following:-
    - 4.2.1. To acquire and hold controlling and other interests in the share or loan capital of any company or companies and to provide financial, managerial and administrative advice, services and assistance for any company in which this company is interested, and for any other company.
    - 4.2.2. To carry on any other business which in the opinion of the Directors of the Company may seem capable of being conveniently carried on in connection with or as ancillary to any of the above businesses or to be calculated directly or indirectly to enhance the value of or render profitable any property of the Company or to further any of its objects.
    - 4.2.3. To purchase, take on lease, exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business.
    - 4.2.4. To apply for, purchase or otherwise acquire any designs, trade marks, patents, licences, concessions and the like, conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop and grant licences in respect of, or otherwise turn to account any rights and information so acquired.



- 4.2.5. To purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks or securities of any other company.
- 4.2.6. To purchase or otherwise acquire all or any part of the business, property and liabilities of (i) any company carrying on any business within the objects of the Company or (ii) any person or firm carrying on any business within the said objects, and to conduct and carry on, or liquidate and wind up, any such business.
- 4.2.7. To issue, place, underwrite, or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, notes, debentures, debenture stock, bonds, stocks and securities of any company at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon.
- 4.2.8. To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue or deposit of notes, debentures or debenture stock (whether perpetual or not) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital.
- 4.2.9. To guarantee, support or secure and to stand give guarantees or indemnities for the performance of all or any of the obligations of any person, firm or company whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, or by both such methods; and in particular, but without limiting the generality of the foregoing, to guarantee, support or secure and to stand surety or give guarantees or indemnities for whether by personal covenant or by any mortgage, charge or lien or by both such methods the performance of all or any of the obligations (including the repayment or payment of the principal and premium of and interest on any securities) of any company which is for the time being the Company's holding company (as defined by Section 736 of the Companies Act 1985) or another subsidiary (as defined by the said Section) of any such holding company.
- 4.2.10. To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments and securities (including land of any tenure in any part of the world) and in such manner as may from time to time be considered expedient and to dispose of or vary any such investments or securities.
- 4.2.11. To lend money or give credit to such persons, firms or companies and on such terms as may be considered expedient and to receive money on deposit or loan from any person, firm or company.
- 4.2.12. To enter into any arrangement with any government or other authority, international, supreme, municipal, local or otherwise, and to obtain from

any such government or authority any rights, concessions and privileges which the Company may consider conducive to the Company's objects or any of them.

- 4.2.13. To take all necessary and proper steps in Parliament or with any government or authority, international, supreme, municipal, local or otherwise for the purpose of carrying out, extending or varying the objects and powers of the Company, or altering its constitution, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 4.2.14. To enter into partnership or into any arrangements for joint working in business or for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- 4.2.15. To grant pensions, allowances, gratuities and bonuses to the officers, ex-officers (including Directors and ex-Directors), employees or ex-employees of the Company or of any subsidiary, allied or associated company or of the predecessors in business of all or any of them or the families, dependants or connections of such persons, and to make payments towards insurance and to establish and support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit such persons.
- 4.2.16. To subscribe or guarantee money for charitable, benevolent or political objects or for any exhibition or for any useful object of a public or general nature.
- 4.2.17. To undertake and execute any trusts the undertaking whereof may seem desirable, and either gratuitously or otherwise.
- 4.2.18. To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient.
- 4.2.19. To promote, finance or assist any other company for the purpose of acquiring all or any part of the property rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- 4.2.20. To remunerate in such manner as may be thought expedient any person, firm or company rendering services to the Company or in or about its formation or promotion.
- 4.2.21. To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, scrip, warrants and other transferable or negotiable instruments.

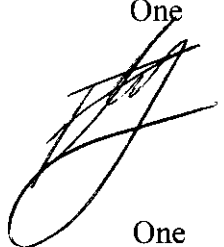

- 4.2.22. Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act 1985 (if and so far as such provisions shall be applicable) to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the said Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the said Act.
- 4.2.23. To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposition of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made with the sanction (if any) for the time being required by law.
- 4.2.24. To procure the Company to be registered in any country or place outside Great Britain.
- 4.2.25. To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise.
- 4.2.26. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- 4.2.27. To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, or which the Company shall consider to be in the nature of preliminary expenses including therein the cost of advertising, commissions for underwriting, brokerage, printing and stationery, and the legal and other expenses of the promoters.

It is hereby declared that where the context so admits the word "company" in this clause 4 shall be deemed to include any partnership or other body of persons whether or not incorporated and whether domiciled in the United Kingdom or elsewhere and, if incorporated, whether or not a company within the meaning of the Companies Act 1985 and that the objects specified in each of the sub-clauses of this clause shall be given the widest interpretation and shall be regarded as independent objects and accordingly shall not in any way be limited or restricted (except where otherwise expressed therein) by reference to or inference from the object or objects set forth in, or the terms of, any other sub-clause or the name of the Company but may be carried out in as full and ample a manner and construed in as wide a sense as if each defined the objects of a separate and distinct company.


5. The liability of the Members is limited.

6. The Company's share capital is £2,000,000 divided into 200,000,000 shares of One Pence each.
7. The shares in the original or any increased capital of the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time determine. Subject to the provisions of Section 127 of the Companies Act 1985, the rights and privileges attached to any of the shares of the Company may be modified, varied, abrogated or dealt with in accordance with the provisions for the time being of the Company's Articles of Association.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum, and we agree to take the number of shares shown opposite our names.

Name and address of Subscribers	number of shares taken by the Subscriber
Paul Allen Ray ) 74 Boulevard d' Italie ) Monaco MC98000 ) ) )	One 
Ronald William Scarlett ) 371 Ancienne Voie Romaine ) 06190 Roquebrune Cap Martin ) France ) )	One 

Total shares taken - Two

Date	1/6/2001
Witness to the above signatures	
Name	Rebecca MATHIAS ) 
Address	1 AV DE LA COSTA ) MC98000 MONACO )
Occupation	SECRETARY )

**THE COMPANIES ACT 1985 AND 1989**

**PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**-of-**

**Estelar Resources Plc**

**OTHER REGULATIONS EXCLUDED**

- 1 The following regulations shall be the Articles of Association of the Company and save for such regulations no regulation or article prescribed by or pursuant to any statute concerning companies shall apply to the Company.

**INTERPRETATION**

- 2 In these Articles the following words and expressions shall bear the following meanings, if not inconsistent with the subject or context:

“the Act” means the Companies Act 1985 including any modification or re-enactment thereof for the time being in force;

“these Articles” means these Articles of Association as herein contained or as from time to time altered;

“the Board” means the board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present;

“certificated share” means a share which is not an uncertificated share and references to a share held in certificated form shall be construed accordingly;

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

“the Company” means Estelar Resources Plc;

“Depository” means the holder of a share for the time being held on behalf of another person on the terms of a depository agreement or a depository receipt or a similar document;

“the Directors” means the directors for the time being of the Company;

"Dividend" means dividend and/or bonus;

"executed" means executed under seal, under hand or in any other way;

"General Meeting" means a general meeting of the Members of the Company;

"the Group" means the Company and any company which is for the time being its holding company and any company which is for the time being a subsidiary of the Company or of such holding company;

"the London Stock Exchange" means the London Stock Exchange Limited;

"Member" means in respect of any share in the Company the person or person named for the time being in the Register as the holder(s) thereof;

"Month" means calendar month;

"the Office" means the registered office for the time being of the Company;

"Ordinary Shares" means ordinary shares of 1 pence each in the Company;

"Paid Up" means paid up and/or credited as paid up;

"the Prescribed Rate" means an annual rate of interest equal to four per cent above the base lending rate (or any equivalent thereof or successor thereto) published from time to time by Barclays Bank plc in London but not exceeding a maximum rate of 15 per cent being the base lending rate in effect at the close of business in London on the day immediately preceding the day on which such rate falls to be determined;

"recognised person" means a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange who is designated as mentioned in Section 185(4) of the Act;

"the Register" means the register of members of the Company;

"the Regulations" means the Uncertificated Securities Regulations 1995 (SI 1995 No. 3272) (including any modification thereof or any regulations in substitution therefor made under Section 207 of the Companies Act 1989 for the time being in force);

"the relevant system" means 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;

"the Seal" means the common seal of the Company and includes any official seal kept by the Company by virtue of section 39 of the Act;

“the Secretary” means the secretary of the Company and (subject to the provisions of the Act) any joint assistant or deputy secretary and any person appointed by the Directors to perform any of the duties of the secretary;

“the Statutes” means the Act, the Companies Act 1989 and every other statute (including any orders, regulations or other subordinate legislation made under them) for the time being in force concerning companies and affecting the Company;

“Sterling” means the lawful currency of the United Kingdom;

“uncertificated share” means a share to which Article 12 applies and references to a share held in uncertificated form shall be construed accordingly;

“the United Kingdom” means Great Britain and Northern Ireland, the Channel Islands and the Isle of Man;

“in writing” means written, printed, lithographed, or photographed or visibly expressed in all or any of these or any other modes of representing or reproducing words including partly in one form and partly in another.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender and vice versa.

Words importing person shall include corporations (whether incorporated or unincorporated).

The expressions “share” and “shareholder” shall include stock and stockholder. The expressions “debenture” and “debenture holder” shall include debenture stock and debenture stockholder.

Subject as aforesaid, any words or expressions defined in the Statutes or the Regulations shall (except where the subject or context forbids) bear the same meaning in these Articles.

References to any statute, statutory provision or regulation shall be construed as relating to any statutory modification or re-enactment for the time being in force.

References to “Sections” are references to sections of the Act, and references to Articles are references to Articles of these Articles.

The headings contained in these Articles are included for convenience only and shall not affect the construction of these Articles.

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



In these Articles, (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them; (b) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and (c) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power.

## **BUSINESS**

- 3 Any branch or kind of business which by the Memorandum of Association of the Company, or these Articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Company at such time as the Board shall think fit, and further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with such branch or kind of business.

## **CAPITAL**

- 4 The capital of the Company is £2,000,000 divided into 200,000,000 Ordinary Shares of One Pence each.
- 5 Without prejudice to any special rights or privileges, including those conferring rights of pre-emption, for the time being conferred on the holders of any class of shares (which special rights shall not be modified, varied or abrogated except with such consent or sanction as is provided for by Article 49), any share in the Company (whether forming part of the present capital or not) maybe issued with or have attached thereto such preferred, deferred, or other special rights or privileges, or subject to such conditions or restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution direct, or failing such direction or such specific direction, as the Board may determine. The Company shall if required in accordance with Section 128 within one month from allotting share deliver to the Registrar of Companies a statement in the prescribed form containing particulars of special rights.

## **SHARES**

- 6 Save as expressly permitted by Sections 151 to 154 the Company shall not give financial assistance, whether directly or indirectly, for the purpose of the acquisition of any shares in the Company or its holding company (if any) or for reducing or discharging any liability incurred for the purpose of any such acquisition.
- 7 Subject to the Act and to the authority of the Company in General Meeting required by the Act, the Directors shall have unconditional authority to allot, grant options over, offer or otherwise deal and in the case of redeemable shares,

the provisions of Article 11.1 with or dispose of any unissued shares of the Company (whether forming part of the original or any increased capital) to such persons, at such times and generally on such terms and conditions as the Directors may determine.

- 8 The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Statutes. Any such commission or brokerage may be satisfied in fully or partly paid shares in the Company, in which case Sections 97 and 98 shall be complied with. In addition to all other powers of paying commissions the Company (or the Board on behalf of the Company) may exercise the powers conferred by the Statutes of applying its shares or capital moneys in paying commissions to persons subscribing or procuring subscriptions for shares of the Company or agreeing so to do, whether absolutely or conditionally, Provided that the percentage rate or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Statutes and shall not exceed 10 per cent of the price at which the shares in respect whereof the commission is paid are issued or an amount equivalent thereto. The Company (or the Board on behalf of the Company) may also, on any issue of shares, pay such brokerage as may be lawful.
- 9 If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend or other moneys payable in respect of such share.
- 10 The Company shall keep the Register and such other registers and associated indices in relation to its Members as may be required by the Statutes and shall maintain such registers and indices in accordance with the Statutes. Save as required by the Statutes or provided by these Articles or otherwise required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognise any equitable, contingent, future or partial interest in any share (or any fractional part of a share) or (except only as by these Articles otherwise expressly provided or as by the Statutes required or pursuant to an order of Court) any right whatsoever in respect of any share, other than an absolute right to the entirety thereof in the registered holder.
- 11 Subject to the provisions of the Statutes and to any rights conferred on the holders of any other shares, the Company may:
  - 11.1 with the sanction of a special resolution issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or of the shareholder on such terms and in such manner as may be provided by these Articles save that the date on or by which, or dates between which, any such shares are to be or may be redeemed may be fixed by the Board (and if so fixed, the date or dates must be fixed before the shares are issued); and
  - 11.2 with the authority of such ordinary or special resolution as may be required by the Statutes, purchase its own shares (including any redeemable shares) or enter into such agreement (contingent or otherwise) in relation to the purchase of all

or any of its own shares on such terms and in such manner as may be approved by such resolution and permitted by the Statutes, Provided that no purchase by the Company of its own shares will take place unless it has been sanctioned by the holders of any class of shares in the capital of the Company in accordance with Article 49.

## SHARE CERTIFICATES

- 12 Unless otherwise determined by the Directors and permitted by the Regulations, no person shall be entitled to receive a certificate in respect of any share for so long as the title to that share is evidenced otherwise than by a certificate and for so long as transfers of that share may be made otherwise than by a written instrument by virtue of the Regulations. The Directors shall have power to implement any arrangements they may, in their absolute discretion, think fit in relation to the evidencing and transfer of uncertificated shares (subject always to the Regulations and the facilities and requirements of the relevant system concerned).
- 12.1 Conversion of certificated shares into uncertificated shares and vice versa, may be made in which manners as the Directors may, in their absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the relevant system concerned).
- 12.2 The Company shall enter on the register how many shares are held by each member in uncertificated form and in certificated form and shall maintain the register in each case as is required by the Regulations and the relevant system concerned. Unless the Directors otherwise determine, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings.
- 12.3 A class of share shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of any provision of these Articles or the Regulations which apply only in respect of certificated shares or uncertificated shares.
- 12.4 The Company shall not be bound to register more than four persons as the joint holders of a share, except in the case of executors or trustees of a deceased member.
- 12.5 The provisions of Article 13 shall not apply to uncertificated shares.
- 13 Every Member (except a recognised person in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) shall without payment be entitled to receive within two months after the allotment of shares to him or lodgement of a transfer of shares to or by him (or within such other period as the conditions of issue shall provide) one certificate for all the certificated shares of each class registered or remaining registered in his name, Provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Any two or more

certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge. In the case of shares held jointly by several persons any such request mentioned in this Article may only be made by the joint holder who is first named in the Register. Every certificate shall be under the Seal or an official seal kept by virtue of Section 40 or executed in such manner as the Board, having regard to the Statutes and (if the shares are listed or dealt in on the London Stock Exchange) the requirements of the London Stock Exchange may authorise and shall specify the number, class and distinctive numbers (if any) of the shares to which it relates and the amount paid up thereon. If and so long as all the issued shares of a particular class are fully paid up and rank *pari passu* for all purposes then none of those shares shall be distinguished by a denoting number. A member may require more than one certificate in respect of the shares held by him in the capital of the Company for the time being on the payment of a reasonable sum for each additional certificate as the Directors may determine, Provided that no Member shall be entitled to more than one certificate in respect of any one share held by him. Where a holder of any share (except a recognised person) has transferred a part of the shares comprised in his holding, he shall be entitled to a certificate for the balance without charge.

- 14 If any such certificate is worn out, defaced, destroyed or lost, it may be replaced by a new certificate without payment (other than exceptional out of pocket expenses reasonably incurred by the Company) on such evidence being produced as the Board may require and, in the case of wearing out or defacement, on delivery up of the old certificate and in the case of destruction or loss on execution of such indemnity (if any) as the Board may require prior to the issue of a replacement certificate. The Company shall be entitled to destroy any old certificate which has been replaced.

- 14.1 The Board may by resolution decide, either generally or in any particular case or cases, that any signatures or certificates for shares or any form of security at any time issued by the Company need not be autographic but may be applied to the certificate by some mechanical means or may be printed on them or that the certificates need not be signed by any person.

- 14.2 The Directors are authorised —

- (a) to issue any securities of the Company in uncertificated form; and
- (b) to convert any securities of the Company into uncertificated form;

in accordance with the companies legislation, including any regulations which, after the date of incorporation of the Company, may be made under section 207 of the Companies Act 1989.

- 14.3 The Directors may convert all or any ordinary shares into uncertificated securities in accordance with the Act and the Regulations without the necessity of any further resolution being passed by the holders of the ordinary shares and notwithstanding that the rights and obligations of the holder of any ordinary shares may be thereby affected.

## **CALLS ON SHARES**

- 15 The Board may, subject to the provisions of these Articles and to any conditions of issue, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) as it thinks fit, Provided that no call on any share shall be payable within one month from the date fixed for the payment of the last preceding call and that fourteen days' notice at least is given of each call specifying the time or times, place of payment and the amount called on the Members' Shares, and each Member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Board.
- 15.1 A call may be made payable by instalments.
- 15.2 A call shall be deemed to have been made as soon as the resolution of the Board authorising such call shall have been passed and an entry in the Minute Book of a resolution of the Board making the call shall be conclusive evidence of the making of the call.
- 15.3 A call may be revoked or postponed as the Board may determine.
- 15.4 The joint holders of a share shall be jointly and severally liable to pay all calls and instalments in respect thereof.
- 16 If on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid in whole or in part, the person from whom the amount of the call is due shall pay interest on such amount at the Prescribed rate from the day appointed for payment thereof to the date of actual payment, but the Board shall have power to waive payment of or remit such interest or any part thereof.
- 17 Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date whether on account of the amount of the share or by way of premium shall for all purposes of these Articles be deemed to be a call duly made and payable on the date fixed for payment and in case of non-payment, the provisions of these Articles as to payment of interest and expenses forfeiture and the like and all other relevant provisions of the Statutes or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.
- 18 The Board may make arrangements upon the issue of shares for different conditions to apply as between the holders of such shares either as to the amount of calls to be paid or the time of payment of such calls with respect of such shares or both.
- 19 The Board may receive from any Member willing to advance the same, all or any part of the moneys due upon his shares beyond the sums actually called up thereon, and upon all or any of the moneys so advanced the Board may (until the same would, but for such advance, become presently payable) pay or allow such

interest (not exceeding, without the consent of a General Meeting, the Prescribed Rate) as may be agreed between it and such Member, in addition to the dividend payable upon such part of the shares in respect of which such advance has been made as is actually called up. No sum paid up in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would but for such payment become presently payable.

- 20 No Member shall be entitled to receive any dividend or to be present or vote at any Meeting or upon a poll or to exercise any right or privilege as a Member, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses in respect of such calls.

## FORFEITURE

- 21 If a Member or person entitled by transmission fails to pay in full any call or instalment of a call on or before the day appointed for payment thereof, the Board may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest and expenses which may have accrued.
- 22 The notice shall name a further day (not being less than fourteen days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited.
- 23 If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Board may accept a surrender of any share liable to be forfeited hereunder in lieu of forfeiture and the provisions of these Articles shall apply to any share so surrendered as if it had been forfeited.
- 24 Subject to the provisions of the Statutes a share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Board shall think fit. At any time before a sale re-allotment or disposal the forfeiture or surrender may be cancelled on such terms as the Board may think fit. The Board may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such person as aforesaid.
- 25 A Member whose shares have been forfeited or surrendered shall cease to be a Member in respect of such shares (and shall surrender to the Company for cancellation the certificate for such shares), but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at

the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest thereon at the Prescribed Rate. The Board may, if it thinks fit, waive the payment of all or part of such money and/or the interest payable thereon.

- 25.1 The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only those rights and liabilities expressly saved by these Articles, or as are given or imposed in the case of past members by the Act.

## LIEN

- 26 The Company shall have a first and paramount lien upon every share (not being a fully paid share) registered in the name of any Member, either alone or jointly with any person, for his or his estate's debts liabilities and engagements, whether solely or jointly with any person, to or with the Company in respect of that share, whether the period for the payment fulfilment or discharge thereof shall have actually arrived or not. Such lien shall extend to all dividends from time to time declared in respect of every such share but the Board may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.
- 27 For the purposes of enforcing such lien the Company may sell in such manner as the Board thinks fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share or the person entitled thereto by transmission.
- 28 The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- 29 A statutory declaration in writing that the declarant is the Secretary or a Director of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share, and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not

be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings with reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

## TRANSFER OF SHARES

- 30 All transfers of uncertificated shares shall be made in accordance with and be subject to the Regulations and the facilities and requirements of the relevant system concerned and, subject thereto, in accordance with any arrangements made by the Directors pursuant to Article 12.
- 31 Subject to the conditions and restrictions contained in these Articles any Member may transfer all or any of his certificated shares by instrument of transfer but not more than one class of shares shall be transferred by one instrument of transfer.
  - 31.1 Every transfer of a certificated share must be in writing in the usual common form or in such other form as the Board may approve, and need not be under seal. The instrument of transfer of a certificated share shall be executed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee but need not be under seal.
- 32 In relation to all transfers of shares, the transferor shall be deemed to remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.
- 33 The Directors may refuse to register any transfer of certificated shares unless the instrument of transfer:
  - (a) is duly stamped and deposited at the office of the Registrar of the Company for the time being, (or such other place as the Directors may appoint) accompanied by the certificate for the shares to which it relates (except in the case of a transfer by a recognised person to whom a certificate has not been issued) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and
  - (b) is in respect of only one class of shares.

The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share which is not fully paid or on which the Company has a lien provided that such refusal does not prevent dealings in the shares from taking place on an open and proper basis.

The Directors may also refuse to register a transfer of any share (whether a certificated share or not and whether fully paid or not):

- (i) to an entity which is not a natural or legal person;



- (ii) to a minor, to a person in respect of whom a receiving order or adjudication order in bankruptcy has been made which remains undischarged or to a person who is then suffering from mental disorder and where any of the events specified in Articles 107(c) or (d) have occurred in relation to him; or
  - (iii) to be held jointly by more than four persons.
- 33.1 The Directors may also refuse to register a transfer of uncertificated shares in such other circumstances as may be permitted by the Regulations and the requirements of the relevant system concerned.
- 34 If the Board refuses to register a transfer of any shares it shall send to the transferee notice of the refusal, as required by Section 183(5) of the Act within two months after the date on which, in respect of certificated shares, the transfer was lodged with the Company, or, in respect of uncertificated shares, the date on which the appropriate instruction was received by or on behalf of the Company, in each case in accordance with the facilities and requirements of the relevant system concerned.
- 35 No fee shall be charged for registration of a transfer, probate, letters of administration, certificate of marriage or death, stop notice, power of attorney or other document relating to or affecting the title to any share or for making any entry in the Register affecting the title to any share.
- 36 Subject to the provisions of Section 358 of the Act, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine provided that the Register shall not be closed for more than thirty days in any year.
- 37 All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the Board refuses to register shall (except in case of fraud) be returned to the person depositing the same when refusal is given. Subject as hereinbefore provided the Company shall be entitled to destroy all instruments of transfer of shares and other supporting documents which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notification of changes of address or name and all registered share certificates which have been cancelled at any time after the expiration of one year from the date of cancellation thereof and 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 certificate duly and properly cancelled Provided that:
  - 37.1 the provisions aforesaid shall apply only to the destruction of documents in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
  - 37.2 nothing herein contained shall be construed as imposing on the Company any liability in respect of the destruction of any such documents earlier than as

aforesaid or in any case where the conditions of Article 37.1 above are not fulfilled;

- 37.3 references herein to instruments of transfer shall include, in relation to uncertificated shares, instructions and/or notifications made in accordance with the relevant system concerned relating to the transfer of such shares;
- 37.4 in relation to uncertificated shares, the provisions herein shall apply only to the extent the same are consistent with the Regulations;
- 37.5 references herein to the destruction of any documents include references to the disposal thereof in any manner.

Provided that the regulations made from time to time under the Statutes so permit, nothing in these Articles shall require title to any securities of the Company to be evidenced or transferred by any written instrument. The Board shall have the power to implement any arrangements it may think fit for such evidencing and transfer which accord with those regulations.

- 38 Nothing in these Articles shall preclude the Board, before an allottee has been entered in the Register as the holder, from recognising a renunciation of the allotment of any share by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

## **TRANSMISSION OF SHARES**

- 39 In case of the death of a Member the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares but nothing in these Articles shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.
- 40 Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may upon such evidence as to title being provided as may from time to time be required by the Board and subject as hereinafter provided either be registered himself as holder of the share upon giving to the Company notice in writing of his desire to such effect or transfer such share to some other person. All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member.
- 41 Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall (upon supplying to the Company such evidence as the Board may reasonably require as to his title to the share) be entitled to receive, and may give a discharge for, all benefits arising or accruing on or in respect of the share and

the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a Member in respect of the share, Provided always that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if within 60 days the notice is not complied with such person shall be deemed to have elected to be registered as a Member in respect thereof and may be registered accordingly.

## **FAILURE TO DISCLOSE INTERESTS IN SHARES**

- 42 With the authority of the Directors, the Company may serve on any Member, or any other person appearing to be interested in shares held by that Member, a notice requiring disclosure pursuant to Section 212 in relation to all or any number of the shares which that Member holds or to which that other person is entitled or interested.
- 42.1 If a Member, or any other person appearing to be interested in shares held by that Member, has been issued with a notice requiring disclosure pursuant to Section 212 and has failed in relation to any shares ("the default shares") to give the Company the information thereby required in the form of a disclosure statement within the prescribed period from the date of the notice requiring disclosure, the following sanctions shall apply unless the Board otherwise determines:
- (a) the Member or any transferee who acquires shares other than by an authorised transfer shall not be entitled in respect of the default shares and any other share held by the Member or the transferee to receive notice of or 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 or to exercise any other right conferred by membership in relation to any such meeting or poll; and
  - (b) where the default shares represent at least 0.25 per cent of their class
    - (i) any dividend or other money payable in respect of the shares shall be withheld by the Company, which shall not have any obligation to pay interest on it, and the Member shall not be entitled to elect, pursuant to Article 140, to receive Ordinary Shares instead of that dividend; and
    - (ii) no transfer, other than an excepted transfer, of any shares held by the Member shall be registered unless:
      - (A) the Member is not himself in default as regards supplying the information required; and
      - (B) the Member proves to the satisfaction of the Board that no person in default as regards supplying such information is

interested in any of the shares the subject of the transfer.

- 42.2 Sanctions imposed on shares shall only be effective if the Company despatches a restriction notice to the relevant Member, or person appearing to be interested in shares held by that Member, on the day after the end of the prescribed period or on the next following business day.
- 42.3 Where the sanctions under this Article 42 apply in relation to any shares, they shall cease to have effect (and any dividends withheld under Article 42.1(b) shall become payable) on the earlier of:
- (a) the shares being transferred by means of an excepted transfer; and
  - (b) at the end of the period of one week (or such shorter period as the Board may determine) following receipt by the Company of a disclosure statement required by the notice mentioned in that paragraph, despite being received after the end of the prescribed period, and the Board being fully satisfied that such information in such statement is full and complete.
- 42.4 In addition, the Directors may by resolution -
- (a) suspend all or any sanctions which have been imposed on shares under this Article, either as regards all those shares or some only of them, either permanently or for a particular period and either unconditionally or on terms; and/or
  - (b) pay, issue or transfer to a trustee for application in accordance with Article 42.6 below any distribution in respect of any shares which are subject to a sanction concerning distributions.
- 42.5 The Company shall give written notice to the relevant Member, or other person appearing to be interested in shares held by that Member, of any resolution passed by the Directors under the previous paragraph.
- 42.6 Distributions which are not paid or made as a result of sanctions having been imposed on shares shall be paid or made, but without any interest or other compensation, on the date on which the shares cease to be subject to the sanctions.
- 42.7 Shares allotted in right of shares which are subject to a sanction shall, on allotment, become subject to the same sanction; for this purpose shares which the Company procures to be offered to shareholders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain shareholders because of legal or practical problems associated with offering shares outside the United Kingdom) shall be treated as shares allotted in right of other shares.
- 42.8 Where, on the basis of information obtained from a Member in respect of any share held by him, the Company issues a notice requiring disclosure pursuant to Section 212 of the Act to any other person, it shall at the same time send a copy

of the said notice to the Member, but the accidental omission to do so, or the non-receipt by the Member of the copy, shall not invalidate or otherwise affect the application of this Article 42.

- 42.9 Where default shares in which a person appears to be interested are held by a Depositary, the provisions of this Article 42 shall be treated as applying only to those shares held by the Depositary in which such person appears to be interested and not (insofar as such person's apparent interest is concerned) to any other shares held by the Depositary.
- 42.10 Where the Member on which a notice requiring disclosure under Section 212 of the Act is served is a Depositary acting in its capacity as such, the obligations of the Depositary as a Member of the Company shall be limited to disclosing to the Company such information relating to any person appearing to be interested in the shares held by it as has been recorded by it pursuant to the arrangements entered into by the Company or approved by the Board pursuant to which it was appointed as a Depositary.
- 42.11 No officer of the Company shall incur any liability to any person as a result of sanctions having been imposed on shares or of his having taken, or refrained from taking, other action under or in connection with this Article 42.
- 42.12 The following are responsible for ensuring that a disclosure statement is accurate, complete and not misleading:-
- (a) each declarant;
  - (b) each person signing the statement on behalf of a declarant;
- and, if two or more persons are so responsible, or are responsible in connection with several disclosure statements made pursuant to the same notice requiring disclosure, their responsibility is joint and several.
- 42.13 For the purposes of this Article 42:
- (a) a person, other than the Member holding a share, shall be treated as appearing to be interested in that share if the Member has informed the Company that the person is, or may be, so interested, or if the Company (after taking account of any information obtained from the Member or, pursuant to a notice requiring disclosure under Section 212 of the Act, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;
  - (b) "interested" shall be construed as it is for the purpose of Section 212 of the Act;
  - (c) reference to a person having failed to give the Company the information required by a notice requiring disclosure, or being in default as regards supplying such information in a disclosure statement, includes reference:

- (i) to his having failed or refused to give all or any part of it; and
  - (ii) to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular;
- (d) "a disclosure statement" means a notice which is addressed to the Company and its Directors, signed by or on behalf of one or more persons ("the declarants") and:
- (i) states whether or not the declarant or, in the case of several declarants, each of them has an interest in certain shares and, if so, provides full details of the nature of his interest and the date and manner of its acquisition;
  - (ii) specifies, in relation to any declarant who is an individual, his name and address; and
  - (iii) specifies in relation to any declarant which is an undertaking:
    - (A) its name and address;
    - (B) whether or not another undertaking is a parent undertaking in relation to that declarant;
    - (C) if so, the name and address of the parent undertaking or, in the case of several parent undertakings, the names and addresses of each of them; and
    - (D) if there is a parent undertaking, whether or not any individual or undertaking (other than another such parent undertaking) owns or holds 15 per cent or more of the shares or the voting rights in that or each such parent undertaking and, if so, the name and address of that or each such individual or undertaking.

References above to the address of an individual are to that of his principal private residence; and references to the address of an undertaking shall be read as referring both to (a) in the case of a company registered in Great Britain, the address of its registered office, in the case of an undertaking registered under Part XXIII of the Act, the address of those persons resident in Great Britain who are authorised to accept notices on the undertaking's behalf and in any other case the address (or all the addresses) which the undertaking is required by any law in force in any part of the United Kingdom or the country under whose law it is formed or constituted, to register, notify or maintain for the purpose of receiving notices or other communications; and (b) in the case of any undertaking, the address of the premises at which its senior management is located.

A disclosure statement shall be treated as signed on behalf of a person if and only if (a) it is signed by an individual who is expressed to be duly authorised to sign for and on behalf of that person; and (b) it specifies the position or gives details of the power of attorney or other document held by that individual from which he derives his authority.

- (e) “a notice requiring disclosure” means a notice under Section 212 which:
  - (i) is signed by a director of the Company or the Secretary;
  - (ii) is served on a Member, or any other person appearing to be interested in shares held by that Member;
  - (iii) requires him to ensure that the Company receives at an address in the United Kingdom specified in the notice a disclosure statement in relation to all shares held by such person, or such number of those shares as is specified in the notice, within the prescribed period; and
  - (iv) states that, if the Company does not receive such a disclosure statement at the place and within the time specified in its notice, the Directors will be entitled to impose sanctions on the shares in relation to which disclosure was required; and
  - (v) describes by reference to a copy or extract of this Article which is attached to the notice or otherwise, the sanctions which the Directors will be entitled to impose.
- (f) “a restriction notice” means a notice which is —
  - (i) signed by a director of the Company or the Secretary;
  - (ii) served on a person or persons on whom the Company has served a notice requiring disclosure and who have failed in relation to certain shares to comply with that notice within the prescribed period;
  - (iii) describes (by reference to a copy or extract of the relevant resolution of the directors which is attached to the notice or otherwise) the sanctions which the directors have resolved to impose on those shares; and
  - (iv) states the date on which the sanctions came or will come into force.
- (g) the “prescribed period” means:
  - (i) in a case where the default shares represent at least 0.25 per cent

of their class, 14 days; and

- (ii) in any other case, 28 days;
- (h) an "excepted transfer" means, in relation to any shares held by a member:
  - (i) a transfer by way of or pursuant to acceptance of a takeover offer for the Company (within the meaning of Section 14 of the Company Securities (Insider Dealing) Act 1985); or
  - (ii) a transfer on consequence of a sale made through a recognised investment exchange (as defined in the Financial Services Act 1986) or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded; or
  - (iii) 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.

42.14 Nothing contained in this Article 42 shall be taken to limit the powers of the Company under section 216 of the Act.

#### **ALTERATIONS TO CAPITAL**

- 43 The Company may from time to time by ordinary resolution, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully paid or not, increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts as the resolution directs.
- 44 Except as otherwise provided by or pursuant to these Articles or by the conditions of issue, any new share capital shall be considered as part of the existing share capital, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as the existing share capital.
- 45 The Company may from time to time by ordinary resolution:
  - (a) consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares;
  - (b) 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;
  - (c) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the



provisions of Section 121(3) and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions, as compared with the others, as the Company has power to attach to unissued or new shares.

- 46 Subject to the provisions of the Statutes the Company may from time to time by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorised, and consent required, by law.
- 47 Upon any consolidation of fully paid shares into shares of larger amount the Board may settle any difficulty which may arise with regard thereto and in particular may, as between the holders of shares so consolidated, determine which shares are consolidated into each consolidated share and in the case of any shares registered in the name of one Member being consolidated with shares registered in the name of another Member the Board may make such arrangements for the allotment, acceptance and/or sale of shares representing fractional entitlements to the consolidated share or for the sale of the consolidated share and may sell the fractions or the consolidated share either upon the market or otherwise to such person at such time and at such price as it may think fit and shall distribute the net proceeds of sale among such Members rateably in accordance with their rights and interests in the consolidated share or the fractions and for the purposes of giving effect to any such sale the Board may, in respect of certificated shares, appoint some person to transfer the shares or fractions sold to any purchaser thereof and such appointment and any transfer executed in pursuance thereof shall be effective and, in respect of uncertificated shares, may authorise any person to transfer such shares or fractions sold to any purchaser thereof in accordance with the facilities and requirements of the relevant system concerned and any transfer executed in pursuant thereof shall be effective. Provided that the Board shall have power when making such arrangements to determine that no Member shall be entitled to receive such net proceeds of sale unless his entitlement exceeds such amount as the Board shall determine and if the Board exercises such power the net proceeds of sale not distributed to Members as a result shall belong absolutely to the Company. For the purposes of this Article, any shares representing fractional entitlements to which any Member would, but for this Article become entitled may be issued in certificated form or uncertificated form.
- 48 Anything done in pursuance of the last three preceding Articles shall be done in the manner provided and subject to any conditions imposed by the Statutes, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and, so far as such resolution shall not be applicable, in such manner as the Board shall determine.

## **MODIFICATION OF CLASS RIGHTS**

- 49 Subject to the Statutes, none of the rights, privileges or conditions for the time being attached or belonging to any class of shares forming part of the issued capital for the time being of the Company shall (unless otherwise provided by the terms of issue of the shares of that class) be modified, varied or abrogated in any manner, whether the Company is being wound up or not, except with the consent in writing of the holders of not less than three fourths in nominal value of the issued shares of the class or the sanction of an extraordinary resolution passed at a separate meeting of the members of that class, and then only subject to the provisions of Section 127. To any such separate meeting all the provisions of these Articles as to General Meetings shall *mutatis mutandis* apply but so that the necessary quorum (other than at an adjourned Meeting) shall be not less than two persons personally present and holding or representing, either by proxy or as the duly appointed representative of a corporation which is a Member, at least one third of the capital paid up on the issued shares of the class and, at an adjourned Meeting, one Member holding shares of the class in question or his proxy, and so that any holder of shares of the class in question present in person or by proxy may demand a poll and shall be entitled on a poll to one vote for every such share held by him. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by these Articles or by the terms of issue of the shares of that class, be deemed to be modified, varied or abrogated by the creation or issue of further shares ranking *pari passu* in all respects (save as the date from which such New Shares shall rank for dividend) therewith or subsequent to those already issued.

## GENERAL MEETINGS

- 50 An Annual General Meeting of the Company shall be held in each year in addition to any other Meetings which may be held in that year, and such Meeting shall be specified as the Annual General Meeting in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting and the date of the next. Subject as aforesaid and to the provisions of the Statutes the Annual General Meeting shall be held at such time and place as the Board shall appoint.
- 51 All General Meetings of the Company other than Annual General Meetings shall be called Extraordinary General Meetings.
- 52 The Board may call an Extraordinary General Meeting whenever it thinks fit. Extraordinary General Meetings shall also be convened on requisition by members, as provided by the Statutes, whereupon the Board shall forthwith proceed to convene an Extraordinary General Meeting for a date not more than twenty-eight days after the date of the notice convening the meeting. If at any time there are not sufficient Directors capable of acting to form a quorum of the Board any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.
- 53 In the case of an Extraordinary General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no

business other than that stated in the requisition as the objects of the meeting shall be transacted.

## NOTICE OF GENERAL MEETINGS

- 54 At least twenty-one clear days notice of every Annual General Meeting and of every Extraordinary General Meeting at which it is proposed to pass a special resolution and at least fourteen clear days' notice of every other Extraordinary General Meeting shall be given in the manner hereinafter mentioned to such Members as are under the provisions of these Articles entitled to receive such notices from the Company and to the Auditors of the Company. Every notice of Meeting shall specify the place, day and hour of meeting and, in the case of special business, the general nature of such business and shall also state with reasonable prominence that a Member entitled to attend and vote at the meeting 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. In the case of a Meeting convened for passing a special or extraordinary resolution the notice shall specify the intention to propose the Resolution as a special or extraordinary resolution as the case may be. Subject to the provision of these Articles, to the rights attaching to any class of shares and to any restrictions imposed on any holder, notice shall be given to all Members, the Directors and the Auditors.
- 55 A Meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in the last preceding Article be deemed to have been duly called if it is so agreed:
- (a) in the case of a Meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
  - (b) in the case of any other Meeting, by a majority in number of the Members having a right to attend and vote at the meeting being a majority together holding not less than 95 per cent in nominal value of the shares giving a right to attend and vote at the Meeting.
- 56 It shall be the duty of the Company, subject to the provisions of the Statutes, on the requisition in writing of such number of Members as is specified in Section 376 and (unless the Company otherwise resolves) at the expense of the requisitionists, (i) to give to Members entitled to receive notice of the next Annual General Meeting notice of any resolution which may properly be moved and is intended to be moved at that Meeting, and (ii) to circulate to Members entitled to have notice of any General Meeting sent to them any statement of not more than one thousand words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that Meeting.
- 57 The accidental omission to give notice of any Meeting to or (where forms of proxy are sent with the notices) to send a form of proxy with a notice to any person entitled to receive the same, or the non-receipt of notice of any meeting or form of proxy by such person shall not invalidate any resolution passed or proceeding had at that Meeting.

**PROCEEDINGS AT GENERAL MEETINGS**

- 58 All business that is transacted at an Extraordinary General Meeting shall be deemed special and all business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of declaring a dividend, the consideration and adoption of the accounts and balance sheet, and the reports of the Directors and the Auditors and any other documents accompanying or annexed to the balance sheet, the appointment and re-appointment of Directors and the Auditors and the fixing of the remuneration of the Directors and the Auditors.
- 59 Where by any provisions contained in the Statutes special notice is required of a resolution, the resolution shall not be effective unless notice of the intention to move it has been validly given to the Company in accordance with these Articles and the Statutes not less than twenty-eight days (or such shorter period as the Statutes permit) before the Meeting at which it is moved and the Company shall give to its Members notice of such resolution in accordance with these Articles and the Statutes.
- 60 No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum but the absence of a quorum shall not preclude the choice or appointment of a Chairman
- 61 The Chairman of the Board shall preside at every General Meeting, but if there be no such Chairman, or he shall be unwilling or unable to preside or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same the Deputy-Chairman of the Board shall preside, or if there be no such Deputy-Chairman, or he shall be unwilling to act, or if he be not present within such period the Directors present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, the Members present in person or by proxy shall choose one of themselves to be Chairman of the Meeting.
- 62 If within fifteen minutes from the time appointed for the holding of a General Meeting a quorum is not present (or such longer time (not exceeding one hour) as the Chairman of the Meeting may think fit to allow), the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Chairman of the Meeting may decide.
- 63 The Chairman may, with the consent of the Meeting (and shall, if so directed by the Meeting), adjourn any Meeting from time to time and from place to place as the Chairman may, in his absolute discretion determine, notwithstanding that by reason of such adjournment some members may be unable to be present at the adjourned meeting. Any such member may nevertheless execute a form of proxy for the adjourned meeting which, if delivered by him to the Chairman or the secretary, shall be valid even though it is given at less notice than would otherwise be required by these Articles. Whenever a Meeting is adjourned for

thirty days or more, seven day's notice at the least specifying the place, the day and the time of the adjourned Meeting shall be given as in the case of the original Meeting. Save as aforesaid, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned Meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. In addition (and without prejudice to the Chairman's power to adjourn a meeting conferred by Article 64.2), the Chairman may adjourn the Meeting to another time and place without the consent of the Meeting if it appears to him that:

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

64 The Directors may resolve to enable persons entitled to attend a General Meeting to do so by simultaneous attendance and participation at a satellite meeting place anywhere in the world and the Members present in person or by proxy at satellite meeting places shall be counted in the quorum for and entitled to vote at the General Meeting in question, and that Meeting shall be duly constituted and its proceedings valid provided that the Chairman of the General Meeting is satisfied that adequate facilities are available throughout the General Meeting to ensure that Members attending at all the meeting places are able to:

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

The Chairman of the General Meeting shall be present at, and the Meeting shall be deemed to take place at, the principal meeting place.

64.1 The Directors may from time to time make such arrangements for controlling the level of attendance at any such place as is mentioned in Article 64 (whether involving the issue of tickets or the imposition of some other means of selection or otherwise) as they shall in their absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a Member who, pursuant to such arrangements, is not entitled to attend, in person or by proxy, at any particular place shall be entitled so to attend at one of the other places; and the entitlement of any Member so to attend the meeting or adjourned Meeting at such place shall be subject to any such arrangement as may be for the time being in force and by the notice of Meeting or adjourned Meeting stated to

apply to the Meeting.

- 64.2 If it appears to the Chairman of the General Meeting that the facilities at the principal meeting place or any satellite meeting place have become inadequate for the purposes referred to in Article 64, 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 such adjournment shall be valid.
- 64.3 The Directors may make arrangements for persons entitled to attend a General Meeting to be able to view or hear the proceedings of any General Meeting or to speak at the Meeting (whether by the use of microphones, loudspeakers, audio visual communications equipment or otherwise), by attending a venue anywhere in the world not being a satellite meeting place and those attending any such venue shall not be regarded as present and shall not be entitled to vote at the Meeting at or from that venue and the inability for any reason of any member present in person or by proxy at such a venue to view or hear all or any of the proceedings of the Meeting or to speak at the Meeting shall not in any way affect the validity of such proceedings.
- 64.4 For the purposes of this regulation, the right for a Member to participate in the business of any General Meeting shall include, without limitation, the right to: speak; vote of any show of hands; demand a poll; vote on any poll; be represented by proxy; and have access to all documents which are required by the Companies Acts and these regulations to be made available at the Meeting.
- 65 If an amendment proposed to a resolution shall be allowed or ruled out of order by the Chairman of the Meeting in good faith, any error in ruling shall not invalidate the proceedings on the substantive resolution. With the consent of the Chairman of the Meeting, an amendment may be withdrawn by its proposer before it is voted upon. An amendment (except an amendment to correct a patent clerical error) to a special resolution or an extraordinary resolution shall not be allowed and an amendment (except an amendment to correct a patent clerical error) to an ordinary resolution, the text of which is set out in the notice of the Meeting at which it is to be proposed, shall only be allowed if, at least forty-eight hours before the time of the Meeting at which such resolution is to be proposed, the proposer of the amendment gives written notice at the Office of the terms of the amendment and of his intention to propose the same at the Meeting unless the chairman of the Meeting, at his own discretion, rules that the proposed amendment shall be considered without such notice having been given.
- 66 At any general Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands of the members present in person (or by proxy) unless before or upon the declaration of the result of the show of hands a poll be demanded:
- (a) by the Chairman; or
  - (b) by not less than five Members present in person or by proxy and entitled to vote at the Meeting; or

- (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the Meeting; or
  - (d) by a Member or Members holding shares in the Company conferring a right to vote at the Meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.
- 66.1 Unless a poll be so demanded a declaration by the Chairman of the Meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost or not carried by a particular majority shall be conclusive, and an entry to that effect in the Minute Book of the Company shall be conclusive of the votes recorded in favour of or against such resolution.
- 67 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time (not being more than thirty days from the date of the Meeting or the adjourned Meeting at which such poll was demanded) and place and in such manner as the Chairman shall direct and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded. The Chairman may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. 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 was demanded. The demand for a poll may be withdrawn only with the consent of the Chairman at any time before the taking of the poll or the close of the Meeting, if earlier, and if a demand for a poll is withdrawn the result of a show of hands declared before the demand was made shall remain valid and effective and the meeting shall continue as if the demand had not been made.
- 68 In the case of an equality of votes whether on show of hands or on a poll, the Chairman of the Meeting shall be entitled to a further or casting vote in addition to the votes to which he may be entitled as a Member.
- 69 If:
- (a) any objection is raised to the qualification of any voter; or
  - (b) any votes have been counted which ought not to have been counted or which might have been rejected; or
  - (c) any votes are not counted which ought to have been counted,
- the objection or error shall not vitiate the decision of the Meeting on any resolution unless the same is raised or pointed out at the Meeting or 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 decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the Meeting. The decision of the Chairman on such matters shall be final and conclusive.

- 70 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 a poll has been demanded.

## VOTES OF MEMBERS

- 71 Subject to any special terms as to voting upon which any shares may be issued, or may for the time being be held, and subject to the provisions of Article 42, upon a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative and in each case is entitled to vote shall have one vote and upon a poll every member present in person or by proxy and entitled to vote shall have one vote for every Ordinary share held by him.
- 72 If any member is of unsound mind or otherwise incapacitated he may vote by his curator bonis, committee, or other legal curator and such last mentioned persons may give their votes either personally or by proxy, provided that such evidence as the Board may reasonably require of the authority of the persons claiming to vote is deposited at the Office not less than forty eight hours before the time for holding the Meeting or adjourned Meeting at which such person claims to vote.
- 73 If two or more person are jointly entitled to a share, then, in voting upon any question, 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 registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register.
- 74 No Member shall be entitled to be present or to be counted in the quorum at any General Meeting unless he shall be the holder of one or more shares giving the right to attend thereat upon which all calls or other moneys due and payable in respect of the same shall have been paid and no Member shall be entitled to vote at any General Meeting or upon a poll either personally or by proxy in respect of any share upon which any call or other moneys due and payable have not been paid.
- 75 Votes may be given either personally or by proxy. On a show of hands a member (other than a corporation) present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. A proxy need not be a member of the Company and a Member may appoint one or more than one person to act as his proxy.
- 76 If a Member appoints more than one person to act as his proxy the instrument appointing each such proxy shall specify the shares held by the Member in respect of which each such proxy is to vote and no Member may appoint more than one proxy (save in the alternate) to vote in respect of any one share held by that Member.



- 77 The instrument appointing a proxy shall be in writing under the hand of the appointor, or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal or under the hand of some officer or attorney duly authorised in that behalf. The Directors may, but shall not be bound to, require evidence of authority of such officer or attorney.
- 78 A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or transfer of the share in respect of which it is given, unless previous intimation in writing of the death, insanity, revocation or transfer shall have been received at the Office one hour at least before the time fixed for holding the Meeting.
- 79 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote at such poll but shall not confer any further right to speak at a meeting except with the permission of the Chairman.
- 80 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof, shall be deposited by personal delivery, post or facsimile transmission at such place as may be specified for that purpose in the notice convening the Meeting or in the instrument of proxy or if no place is so specified at the Office at least forty-eight hours before the time appointed for holding the Meeting or adjourned Meeting at which the person named in such instrument proposes to vote or, in the case of a poll, not less than forty-eight hours before the time appointed for the taking of the poll; otherwise the person so named shall not be entitled to vote in respect thereof.
- 81 An instrument of proxy may be in any common form or in such other form as the Board may from time to time approve.
- 82 The Board may at the expense of the Company send by post or otherwise to the Members instruments of proxy (with or without provision for their return prepaid) for use at any General Meeting or at any Meeting of any class of Members of the Company either in blank or nominating in the alternative any one or more of the Directors or the Chairman of the Meeting or any other person or persons. If for the purpose of any Meeting 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 the meeting and to vote thereat by proxy.

#### **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

- 83 Any corporation which is a Member of the Company may by resolution of its directors or other governing body authorised any person to act as its representative at any Meeting of the Company or of any class of Members thereof and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise

if it were an individual Member.

## **DIRECTORS**

- 84     Until otherwise determined by a General Meeting the number of Directors (other than alternate directors) shall not be less than two. The Company may by ordinary resolution from time to time vary the minimum and maximum number of Directors.
- 85     The Board may from time to time at any time appoint any other person to be a Director either to fill a casual vacancy or by way of addition to the Board. The appointment of a person to fill a casual vacancy or as an additional Director shall take effect from the end of the meeting appointing him. A Director so appointed shall hold office only until the Annual General Meeting following next after his appointment, when he shall retire, but shall then be eligible for re-election. A Director so retiring shall not be taken into account in determining the number of Directors to retire by rotation at such meeting in accordance with Article 109.
- 86     A Director shall not require a share qualification, but shall nevertheless be entitled to attend and speak at any General Meeting of, or at any separate Meeting of the holders of any class of shares in, the Company.
- 87     There shall be paid out of the funds of the Company to or in respect of the Directors of the Company (other than directors appointed to an executive office or alternative directors) such remuneration (by way of fee) for their services to the Company as the Directors may determine, such sum to be deemed to accrue from day to day and to be divided among such Directors in such proportion and manner as they may agree or, in default of agreement, equally provided that any such Director holding the office of Director for part of a year shall unless otherwise agreed be entitled only to a proportionate part of such remuneration.
- 88     The Directors shall also be entitled to be repaid all travelling hotel and other incidental expenses properly incurred by them respectively in and about the performance of their duties as a Director, including, without limitation, their expenses of travelling to and from Board or Committee or General Meetings or separate meetings of the holder of a class of shares or debentures or any other meetings of any kind which he attends in his capacity as a Director of the Company.
- 89     The Board may grant special remuneration of any member thereof who, being called upon, serves on any committee or who shall render any special or extra services to the Company which in the opinion of the Board are outside the scope of the ordinary duties of a Director. Such special remuneration may be made payable to such director in addition to or in substitution for his ordinary remuneration (if any) as a Director, and may be payable by way of a lump sum participation in profits or otherwise as the Board shall determine.

## **INTERESTS OF DIRECTORS**

- 90     A Director may hold any other office or place of profit under the Company

(except that of Auditor) in conjunction with his office of Director and subject to Section 319 on such terms as to remuneration and otherwise as the Board shall arrange. Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, Provided that nothing herein contained shall authorise a Director or his firm to act as Auditor or Auditors of the Company.

- 91 Subject to the provisions of the Statutes, no Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor purchaser or otherwise nor subject to the interest of the Director concerned being duly declared as required by Article 93 shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
- 92 A Director may hold office as a director or other officer of or be otherwise interested in any other company of which the Company is a member or in which the Company is otherwise interested and unless otherwise agreed shall not be liable to account to the Company for any remuneration or other benefits receivable by him as a director or officer of, or by virtue of his interest in, such other company.
- 93 Without prejudice to the requirements of the Statutes, a Director, including an alternate Director, who is in any way whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Board. In the case of a proposed contract the declaration shall be made at the meeting of the Board at which the question of entering in to the contract is first taken into consideration or, if the Director was not at the date of that meeting interested in the proposed contract, at the next meeting of the Board held after he became so interested. In a case where the Director becomes interested in a contract after it is made the declaration shall be made at the first meeting of the Board held after the Director becomes so interested. In a case where the Director is interested in a contract which has been made before he was appointed a Director the declaration shall be made at the first meeting of the Board held after he is so appointed. For the purposes of this Article a general notice given to the Board by a Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice be made with that company or firm, or he is to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with him (within the meaning of Section 346) shall (if such Director shall give the same at a meeting of the Board or shall take reasonable steps to secure that it is brought up and read at the next meeting of the Board after it is given) be deemed a sufficient declaration of interest in relation to any contract so made. In this Article the expression "contract" shall be construed as including any transaction or arrangement, whether or not constituting a contract.

- 94 Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any interest which (together with any interest of any person connected with him) is to his knowledge a material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise through the Company or in respect of which he has any duty which conflicts with his duty to the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution in respect of which he is debarred from voting.
- 94.1 A Director shall (in the absence of some other interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters namely:-
- (a) the giving of any security, guarantee or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;
  - (b) the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security
  - (c) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or may be entitled to participate as a holder of securities or in which he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
  - (d) any proposal concerning any other company in which he is interested (as defined in the Statutes) directly or indirectly and whether as an officer or shareholder or otherwise howsoever: Provided that he (together with any person connected with him within the meaning of Section 346) is not the holder or beneficially interested in one per cent. or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this Article to be a material interest in all circumstances);
  - (e) any proposal concerning the adoption modification or operation of a superannuation fund or retirement, death or disability benefits scheme or employees' share scheme under which he may benefit and which has been approved by or is subject to and conditional upon approval by the Board of Inland Revenue for taxation purposes and which does not award him any privilege or benefit not awarded to the employee to whom the scheme relates;
  - (f) any contract arrangement or proposal for the benefit of employees of the Group under which the Director benefits in a similar manner as the employees and does not accord to any Director as such any privilege or advantage not generally accorded to the employees to which such

contract arrangement or proposal relates;

- (g) an insurance arrangement which subject to the provision of the Act the Company proposes to maintain or purchase for the benefit of a Director or for the benefit of any persons including Directors against liabilities incurred in connection with the discharge of that Director's duties or exercise of his powers in relation to his duties in respect of the Company.

94.2 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under the proviso to paragraph 94.1(d) of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

94.3 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be determined by a majority of votes of the remaining Directors present at the meeting and in the case of an equality of votes the Chairman (unless he be the Director the materiality of whose interest or the entitlement of whom to vote shall be in issue) shall have a second or casting vote and their ruling in relation to any other director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed and pending such ruling paragraph 94 or this Article shall apply to the Director in question.

94.4 The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all respects as it thinks fit (including the exercise thereof in favour of any resolution appointing the Directors or any of them directors of such company, or voting or providing for the payment of remuneration to the directors of such company).

94.5 Subject to the Statutes, the Company may by ordinary resolution suspend or relax to any extent, in respect of any particular matter, any provision of these Articles prohibiting a Director from voting at a meeting of the Board or of a committee of the Board.

## **MANAGING AND OTHER EXECUTIVE DIRECTORS**

95 Subject to the Statutes, the Board may from time to time appoint one or more of its body to be the holder of any executive office, including the office of Managing or Joint or Assistant Managing Director, on such terms and for such period as it may determine.

95.1 The appointment of any Director to any executive office shall be capable of being terminated by the Board at any time, unless the contract or Resolution under which he holds office shall expressly state otherwise, but without

prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

- 95.2 A Director holding any executive office shall receive such remuneration, whether in addition to or in substitution for his ordinary remuneration as a Director and whether by way of salary, commission, participation in profits or otherwise as the Board may determine.
- 95.3 The Board may entrust to and confer upon a Director holding any executive office any of the powers exercisable by the Board upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with or to the exclusion of its own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- 95.4 The Company shall not (and the Board shall exercise all voting and other rights and power of control exercisable by the Company in respect of its subsidiary companies so as to secure that none of its subsidiary companies shall) grant any contract of service to any such Managing Director or such other officer as is referred to in paragraph 95 of this article or any proposed Managing Director or such other officer as aforesaid which does not expire or is not determinable within five years of the date of grant thereof without payment or compensation (other than statutory compensation) except with the previous sanction of the Company in General Meeting given in accordance with Section 319.

## **POWERS OF DIRECTORS**

- 96 The business of the Company shall be managed by the Board, which may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercisable and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.
- 97 The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of two or more Directors and (if thought fit) one or more other persons, provided that:
- (a) a majority of the members of a committee shall be Directors; and
  - (b) no resolution of a committee shall be effective unless a majority of those present when it is passed are Directors or alternate Directors.
- 98 The Board may confer such powers either collaterally with, or to the exclusion

of and in substitution for, all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated, any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee.

- 99 Subject to a committee being quorate pursuant to Article 97(b)), the meetings and proceedings of a committee consisting of two or more persons shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations made by the Board pursuant to Article 97.
- 100 The Board may establish any local boards or agencies for managing any of the affairs of the Company, and may appoint any persons to be members of such local boards or any managers or agents and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board, with power to sub-delegate, and may authorise the members of any local board, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby and no person so appointed shall for any purpose be deemed to be a Director of the Company
- 101 The Board may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit and any such powers of attorney may contain such provisions whether for the protection and conveniences of persons dealing with any such attorney or otherwise to sub-delegate all or any of the powers, authorities and discretions vested in him.
- 102 The Company or the Board on behalf of the Company may exercise all the powers of Section 39, relating to official seals for use abroad, and any such seal shall be affixed by the authority and in the presence of, and the instrument sealed therewith shall be signed by, such persons as the Board shall from time to time by writing under the Seal appoint.
- 103 The Board may establish, maintain, participate in or contribute to or procure the establishment, maintenance of, participation in or contribution to any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, benefits and emoluments to, any persons who are or were at any time in the employment or service of the

Company or any of its predecessors in business or of any company which is a holding company or a subsidiary of the Company or who may be or have been Directors or officers of the Company or of any such other company as aforesaid and who hold or have held executive positions or agreements for service with the Company or any such other company, and the wives, widows, families and dependants of any such persons. The Board may also establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and make payments for or towards the insurance of any such persons as aforesaid and subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Any Director who holds or has held any such executive position or agreement for service shall be entitled to participate in and retain for his own benefit any such donations, gratuity, pension, allowance, benefit or emolument.

- 103.1 The Board may also establish and maintain any employees' share scheme option or share incentive scheme approved by ordinary resolution whereby selected employees of the Company or of any company which is a subsidiary of the Company are given the opportunity of acquiring shares in the capital of the Company on the terms and subject to the conditions set out in such scheme and establish and (if any such scheme so provides) contribute to any scheme for the purchase by or transfer allotment or issue to trustees of shares in the Company or its holding company to be held for the benefit of employees (including Directors and officers) of the Company and subject to the Statutes lend money to such trustees or employees to enable them to purchase such shares provided that if any shares are to be issued to employees or trustees under the provisions of any such scheme pursuant to which the rights attaching to such shares shall be altered or varied then any such scheme shall be approved by special resolution and these Articles shall be deemed to be altered so far as appropriate by the special resolution approving such scheme.
- 104 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

#### **POWERS OF BORROWING AND MORTGAGING**

- 105 Subject as hereinafter provided the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge all or part of its undertaking, property and assets both present and future, including uncalled capital, and subject to the provisions of Section 80 to issue debentures, and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
- 105.1 The Board shall restrict the borrowings of the Company and shall exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies as to procure (as regards subsidiary



companies in so far as they can) that the aggregate principal amount (including any premium payable on final repayment) for the time being remaining outstanding of all monies borrowed by the Group (exclusive of any amounts borrowed by any member of the Group from any other member of the Group) shall not at any time without the previous sanction of an Ordinary Resolution of the Company exceed an amount equal to three times the adjusted total of the share capital and consolidated reserves.

PROVIDED that no such sanction shall be required to the borrowing of or securing the repayment of any sum or sums of money intended to be applied and actually applied within six months of the date of borrowing in the repayment (with or without premium) of any monies then already borrowed or secured and then outstanding notwithstanding that the same may result in such limits being temporarily exceeded.

105.2 "The adjusted total of the share capital and consolidated reserves" means the aggregate of (a) the amount paid up on the issued share capital of the Company and (b) the amounts standing to the credit of the consolidated capital and revenue reserves of the Company and its subsidiaries (including any share premium account and capital redemption reserve and revaluation reserve) plus or minus the credit or debit balance as the case may be of the consolidated profit and loss account all as shown in the then latest audited consolidated balance sheet of the Company and its subsidiaries but:

- (a) adjusted as may be appropriate to reflect any variation since the date of that balance sheet in the amount of such paid up share capital or consolidated capital reserves, including (i) any alteration thereto resulting from any company becoming or ceasing to be a subsidiary since the date of the latest balance sheet of the Company and its subsidiaries and (ii) any alteration thereto which would result from any transaction contemplated at a time when the adjusted total of the share capital and consolidated reserves is being computed or from any transaction carried out contemporaneously therewith;
- (b) after deducting therefrom any amounts attributable to goodwill (other than goodwill arising on consolidation);
- (c) after excluding therefrom any sums set aside for taxation and amounts attributable to minority interests in subsidiaries;
- (d) after making such other adjustments (if any) as the Auditors consider appropriate.

105.3 For the purpose of this Article, the nominal amount of any share capital and the principal amount of any borrowed moneys or debentures guaranteed, and the nominal amount of any debentures issued by the Company or any subsidiary together in each case with any premium payable on redemption or repayment, shall (if not otherwise taken into account) be deemed to be moneys borrowed.

105.4 For the purposes of this Article neither amounts borrowed by the Company or

any one or more of its subsidiaries from bankers or others for the purpose of financing any contract up to an amount not exceeding that part of the price receivable under such contract which is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade & Industry or other like institution carrying on a similar business nor temporary debit balances with the Company's bankers or shown in the Company's own books of account arising solely by virtue of delay in clearing funds not exceeding 10 days shall be deemed to be or represent moneys borrowed.

- 105.5 No lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed. No debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or would thereby be exceeded.
- 105.6 Borrowed moneys of the Company or any one or more of its subsidiaries expressed in or calculated by reference to a currency other than Sterling shall be translated into Sterling by reference either to the rate of exchange used for the conversion of such currency in the latest audited balance sheet of the relevant member of the Group or, if no such conversion was required or has yet taken place, by reference to the rate of exchange or approximate rate of exchange ruling on such date and determined on such basis as the Auditors may determine or approve.
- 106 The Board may mortgage or charge all or any part of the Company's undertaking, property and uncalled capital and subject to Section 80 may issue or sell any bonds, loan notes, debentures or other securities whatsoever for such purposes and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as it may think proper including a right for the holders of bonds, loan notes, debentures or other securities to exchange the same for shares in the Company of any class authorised to be issued.

#### **ROTATION, RETIREMENT AND REMOVAL OF DIRECTORS**

- 107 The office of a Director shall be vacated if:
- (a) he ceases to be a Director by virtue of any provision of the Statutes (other than section 293 of the Act) or he becomes prohibited by law from being a Director; or
  - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally or shall apply to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act; or
  - (c) he is, or may be, suffering from mental disorder and either:
    - (i) he is admitted to hospital in pursuance of an application for

admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984; or

- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
  - (d) he becomes physically or mentally incapable of performing the functions of a Director and the Board shall resolve that he be disqualified; or
  - (e) in the case of a Director holding executive office subject to the terms of any contract between him and the Company he resigns his office by notice in writing to the Company; or
  - (f) he shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and the Board shall resolve that his office be vacated; or
  - (g) he shall be removed from office by notice in writing served on him signed by three quarters of his co-Directors but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company; or
  - (h) by ordinary resolution of the Company in general meeting in accordance with the Statutes.
- 108 There shall not be an age limit for Directors and sub-sections (1) to (6) of section 293 of the Act shall not apply.
- 109 Subject as provided in Article 95, at the Annual General Meeting in every year one-third of the Directors for the time being (other than those retiring in accordance with Articles 85 and 108) or if their number is not a multiple of three then the number nearest to but not exceeding one third shall retire from office provided always that if in any year the number of Directors (other than those retiring as aforesaid) is two, one of such Directors shall retire, and if in any year there is only one Director (other than those retiring as aforesaid) that Director shall retire.
- 110 The Directors to retire at the Annual General Meeting in every year shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the

Meeting at which he retires.

- 111 The Company at the Meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Director shall if offering himself for re-election be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.
- 112 No person not being a Director retiring at the Meeting shall, unless recommended by the Board for election, be eligible for election to the office of Director at any General meeting unless, not less than seven nor more than forty-two days before the day appointed for the Meeting there shall have been given to the Secretary notice in writing by some Member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected.
- 113 Subject to the provisions of these Articles the Company may from time to time in General Meeting appoint new Directors and increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.
- 114 Without prejudice to the power of the Company under Section 303 to remove a Director before the expiration of his period of office by ordinary resolution, the Company may by extraordinary resolution remove any Director before the expiration of his period of office, and may by ordinary resolution appoint another Director in his place. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.
- 115 Every resolution of a General Meeting for the appointment or election of a Director shall relate to one named person and a single resolution for the appointment or election of two or more persons as Directors shall be void, unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it. In default of such appointment the vacancy arising upon the removal of a Director may be filled by a casual vacancy.

#### **PROCEEDINGS OF THE BOARD**

- 116 The Board or any Committee of the Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Meetings of the Board or of any committee of the Board may take place in any part of the world and may take place via telephonic or similar means of communication notwithstanding that the Directors or Committee members present may not all be meeting in one particular place (and the word "meeting" in these Articles shall be construed accordingly). Unless otherwise determined by the Board two

Directors shall be a quorum. For the purposes of this Article an alternate Director shall be counted in a quorum but so that not less than two persons shall constitute the quorum.

- 117 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 determination of the Board meeting if no Director objects.
- 118 A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board. Unless all the Directors by resolution in writing resolve otherwise, it shall be necessary to give notice (which need not be in writing) of a Meeting of the Board to any Director whether or not for the time being he is absent from the country in which the meeting is proposed to take place. Notwithstanding the foregoing neither the accidental failure to give notice of a Meeting of the Board to any Director nor the non-receipt in any case of such notice if given shall invalidate such Meeting or any resolution passed or business transacted thereat.
- 119 Questions arising at any meeting of the Board or any Committee of the Board shall be decided by a majority of votes. In the case of an equality of votes the Chief Executive of the Company shall have a second or casting vote.
- 120 The Board or any committee of the Board may from time to time elect a Chairman or Deputy-Chairman, who shall preside at its Meetings, but if no such Chairman or Deputy Chairman be elected, or if at any Meeting the Chairman or Deputy-Chairman is not present within five minutes after the time appointed for holding the same, the Board or Committee shall choose one of its number to be Chairman of such Meeting.
- 121 The Board may delegate any of its powers, including authority to affix the seal to any document, to Committees consisting of such members, or member, of its body as it thinks fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions of these Articles regulating the meetings and proceedings of Directors.
- 122 Any committee shall have power unless the Board directs otherwise to co-opt as a member or members of the Committee for a specific purpose any person or persons not being members of the Board or of the Company. Provided that no person shall be co-opted pursuant to this Article if as a result of his appointment the number of person so co-opted would be equal to or greater than the number of members of such Committee who are Directors and no resolution passed at a Meeting of such Committee shall be effective unless a majority of the members of such Committee present at the Meeting are Directors.
- 123 All acts bona fide done by any meeting of the Board or of a Committee of the Board or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any

Director or person acting as aforesaid or that they or any of them were disqualified or had ceased to be Directors or a Director, be as valid as if every such person had been duly appointed and was qualified to be and had continued to be a Director.

- 124 The Board shall cause proper minutes to be made of all General meetings of the Company and also of all appointments of officers and of the proceedings of all Meetings of the Board and Committees of the Board, and of the attendances thereat, and all business transacted at such Meetings, and any such minutes of any Meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding Meeting of the Company or of the Board or Committee, shall be conclusive evidence without any further proof of the facts therein stated.
- 125 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a Meeting of the Board (not being less than the number of Directors required to form a quorum of the Board) shall be as effective for all purposes as a resolution passed at a Meeting of the Board duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors and so that any such Resolution or document signed by an alternate Director shall be deemed to have been signed by the Director who appointed such alternate Director.
- 126 A meeting of the Board or a committee of the Board may consist of a conference between Directors some or all of whom are in different places, if, when the meeting proceeds to business, it appears that the following conditions are satisfied in relation to sufficient Directors to form a quorum:-
- (a) each such Director can hear every other Director addressing the Meeting; and
  - (b) each such Director can, if he wishes, address every other Director simultaneously

whether by word of mouth, by conference telephone or by any other form of communications equipment (whether in use at the date of the adoption of these Articles or developed subsequently) or by a combination of these methods. Such a meeting is deemed to take place at the place where the largest number of participating Directors is assembled or, if this is not readily identifiable, at the location at which the Chairman of the Meeting participates.

- 127 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their body but if and so long as the number of Directors is reduced below the number fixed by or pursuant to these Articles as the quorum of Directors, the continuing Directors or Director may act for the purpose of filling up vacancies in their body or of summoning General Meetings of the Company, but not for any other purpose.

#### **ALTERNATE DIRECTORS**

- 128 A Director (other than an alternate director) may from time to time by writing under his hand appoint another Director or any other person to be his alternate but no such appointment of any person not being a Director shall be operative unless and until approved by the Board. Every such alternate shall (subject to his giving to the Company an address in the United Kingdom at which notice may be served upon him) be entitled to notice of Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present and generally at such Meeting to have and exercise all the powers, rights, duties and authorities of the Director appointing him in his absence, but it shall not be necessary to give notice of such a Meeting to an alternate director who is absent from the United Kingdom. Every such alternate shall also be entitled in the absence of the Director appointing him to sign on his behalf a resolution in writing of the Directors. An alternate director shall be repaid by the Company such expenses as might properly have been repaid to him if he had been a Director but shall not (unless the Company by ordinary resolution determines) in respect of his office of alternate director be entitled to receive any remuneration or fee from the Company. An alternate director shall be entitled to be indemnified by the Company to the same extent as if he were a Director. An alternate director shall not be required to hold any shares in the Company. A Director may by writing under his hand deposited at the Office at any time revoke the appointment of an alternate appointed by him. If a Director dies or ceases to hold the office of Director the appointment of his alternate shall thereupon cease and determine, Provided that if any Director retires at any Meeting (whether by rotation or otherwise) but is re-appointed by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his reappointment as if he had not so retired. An alternate Director shall not be deemed to be the agent of his appointor, but shall be deemed to be an officer of the Company and shall alone be responsible for his own acts and defaults. Notwithstanding the foregoing, unless he is already an officer of the Company in his own right, an alternate Director shall not, as such, have any rights or powers other than those mentioned in this Article.

128.1 An alternate director automatically ceases to be an alternate:

- (a) if there occurs in relation to him any of the events which, if he were a director would cause his office to be vacated, including the delivery by the alternate of a written notice of resignation; or
- (b) his appointor's office as director is vacated;

provided that Article 128.1(b) does not apply where the appointor ceases to be a director at a general meeting but is reappointed or deemed to be reappointed at the same meeting.

## **ASSOCIATE DIRECTORS**

- 129 The Board may from time to time appoint any person to be an Associate Director of the Company.

- 129.1 The appointment of a person to be an Associate Director shall not, save as otherwise agreed between him and the Company and the subsidiary (if any) in whose service he may be, affect the terms and conditions of his employment by the Company or by any such subsidiary, whether as regards duties, remuneration, pension or otherwise.
- 129.2 The appointment, removal and the powers, duties and remuneration of an Associate Director shall be determined by the Board and the Board shall have the right to enter into any contract on behalf of the Company or transact any business of any description without the knowledge or approval of Associate Directors, except that no act shall be done that would impose any personal liability on any or all of the Associate Directors except with his or their knowledge and consent.
- 129.3 An Associate Director shall not be nor have the power to act as a Director of the Company nor be entitled to receive notice of or attend or vote at Meetings of the Directors nor shall he be deemed to be a Director for any of the purposes of these Articles.

## **THE SEAL**

- 130 The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board or a Committee of the Board and except as hereinafter provided every instrument to which the Seal shall be so affixed shall be autographically signed by a Director and countersigned by a Second Director or the Secretary or an Assistant Secretary or some other person appointed by the Board for such purpose and in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.
- 130.1 As respects certificates for shares or debentures the Board may by resolution authorise the same to be sealed by a securities seal kept by virtue of Section 40 and may determine that in connection with the sealing thereof the presence of such persons as are referred to in Article 130 and the signatures thereof or of either of them shall be dispensed with and/or that such signatures shall be affixed by some method or system of mechanical signature.
- 130.2 Subject to compliance with the requirements of the Act the Board may authorise the adoption for use in any territory district or place elsewhere than in the United Kingdom as an official seal being a facsimile of the Seal and may subject to compliance with the requirements of the Act give direction for the fixing of such official seal to deeds or instruments on behalf of the Company. Any deeds or instruments to which such a facsimile of the Seal is affixed in accordance with Article 130 shall bind the Company for all purposes as if the Seal had been affixed thereto.

## **SECRETARY**

- 131 The Board shall from time to time appoint and may remove a Secretary or Joint Secretaries who shall be qualified in accordance with the provisions of the



Statutes and may appoint and remove one or more Assistant Secretaries.

- 132 Anything by the Statutes or these Articles required or authorised to be done by or to the Secretary may if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any joint assistant or deputy Secretary or, if there is no joint assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Board, Provided that any provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

## **AUTHENTICATION OF DOCUMENTS**

- 133 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 of the Board and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom 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 or of the Board or any Committee of the Board which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such Resolution has been duly passed or, as the case may be, that such minutes are or extract is a true and accurate record of proceedings at a duly constituted meeting.

## **REGISTERS**

- 134 The Register of Directors' Interests shall be kept in accordance with the Statutes and shall be open to the inspection of any member of the Company or of any other person between the hours of 10 a.m. and noon on each day during which the same is bound to be open for inspection pursuant to the Statutes. The said Register shall be produced at the commencement of each Annual General Meeting and shall remain open and accessible during the continuance of the meeting to any person attending the meeting.
- 134.1 The register of Directors and Secretaries, the register of Charges, the Register, the register of interests in shares, the register of North American-held shares and all other associated registers and indices shall be kept in accordance with the Statutes and shall be open to the inspection of any member of the Company or of any other person without charge between the hours of 10 a.m and noon on each day during which the same is bound to be open for inspection pursuant to the Statutes.
- 134.2 Subject to the provisions of the Statutes, the Company may keep an overseas or local or other register in place, and the Board may make, amend and revoke any regulations it thinks fit about the keeping of that register.

## DIVIDENDS

- 135 Subject to the Statutes and any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company available for dividend in accordance with the Statutes which it shall from time to time determine to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company to the Members at the date of record in accordance with their respective rights and priorities.
- 136 All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares (otherwise than amounts paid up in advance of calls) during any part or parts 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 such share shall rank for dividend accordingly.
- 137 The Company in General Meeting may from time to time declare by ordinary resolution dividends but no such dividends shall (except as by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company available for the purpose in accordance with the Statutes. No higher dividend shall be paid than is recommended by the Board and the declaration of the Board as to the amount of the profits at any time available for dividend shall be conclusive.
- 137.1 Subject to the provisions of the Statutes the Board may if it thinks fit from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferred rights as well as in respect of those shares in the capital of the Company which confer on the holders thereof preferential rights with regard to dividend (but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear) and the Board may also pay half-yearly or at other suitable intervals to be settled by it any dividend which may be payable at a fixed rate if it is of the opinion that the profits justify the payment, Provided the Directors act bona fide they shall not incur any responsibility to the holders of shares conferring a preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights.
- 138 Notwithstanding any other provision of these Articles the Directors may fix a date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time within six months before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.
- 139 With the sanction of a General meeting, dividends may be paid wholly or in part in specie and may be satisfied in whole or in part by the distribution amongst Members in accordance with the rights of fully paid shares debentures or other

securities of the Company or of any other company, or of any other property suitable for distribution as aforesaid provided that no distribution shall be made which would amount to a reduction of capital except in the manner approved by law. The Board shall have full liberty to make all such valuations, adjustments and arrangements (including cash payments to Members upon the basis of the value fixed in order to adjust the rights of Members and vesting any specific assets in trustees upon trust for the persons entitled to the dividend), and to issue, in the case of certified shares, all such certificates or documents of title as may in its opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the Members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property and no valuation, adjustment or arrangement so made shall be questioned by any Member.

- 140 Subject as follows, the Directors may resolve that ordinary shareholders will be entitled to elect to receive an allotment of further Ordinary Shares ("a scrip dividend") credited as fully paid in lieu of any cash dividend or any part of a cash dividend, subject to such exclusions or restrictions as the Directors may in their absolute discretion deem necessary or desirable in relation to compliance with legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory.
- 140.1 The said resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period.
- 140.2 The Directors shall determine the basis of allotment so that, as nearly as they consider convenient, the value of further Ordinary Shares, including any fractional entitlement, equals the amount of the cash dividend which would otherwise have been paid.
- 140.3 For this purpose, the value of the further Ordinary Shares should be calculated (if Ordinary Shares are listed on the London Stock Exchange) by reference to the middle-market quotation, adjusted if necessary for the proposed dividend, as shown in the Daily Official List published by the London Stock Exchange, for the five business days immediately preceding or, as the Directors decide, following the announcement of the relevant cash dividend and (if the Ordinary Shares are not listed on the London Stock Exchange) be calculated by the Auditors.
- 140.4 A certificate or report by the Auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount.
- 140.5 The Directors shall give notice in writing to the ordinary shareholders of their rights of election in respect of the scrip dividend and of the procedure to be followed in order for an election to be made. In relation to uncertificated shares, the Directors may make such arrangements as they in their absolute discretion think fit (subject always to the facilities and requirements of the relevant system concerned).
- 140.6 Further Ordinary Shares shall be allotted in accordance with valid elections.

- 140.7 The Directors shall capitalise a sum equal to the aggregate nominal amount of the further Ordinary Shares to be allotted out of any sums available for the purpose which the Directors consider appropriate.
- 140.8 The further Ordinary Shares allotted shall rank *pari passu* in all respects with the fully paid Ordinary Shares then in issue except only as regards participation in the relevant cash dividend or shares in lieu of that cash dividend. Unless the Directors otherwise determine (and subject always to the Regulations and the requirements of the relevant system concerned), the Ordinary Shares so allotted shall be issued as certificated shares (where the Ordinary Shares in respect of which they have been allotted were certificated shares at the Scrip Record Time) or as uncertificated shares (where the Ordinary Shares in respect of which they have been allotted were uncertificated shares at the Scrip Record Time) provided that if the Company is unable under the facilities and requirements of the relevant system concerned to issue Ordinary Shares in respect of the person entitled thereto as uncertificated shares able to be evidenced and transferred without a written instrument, such shares shall be issued as certificated shares; for these purposes, "Scrip Record Time" means such time on the record date for determining the entitlements of Members to make elections as described in this Article, or on such other date as the Directors may in their absolute discretion determine.
- 140.9 The Directors may resolve that the rights to elect for a scrip dividend shall not be made available to shareholders resident in a country or countries where, in the opinion of the Directors, compliance with local laws or regulatory requirements would be unduly burdensome.
- 140.10 The Directors may do anything which they consider necessary or expedient for the purpose of or in connection with the allotment or issue of further Ordinary Shares under this Article, and may authorise any person, acting on behalf of the holders concerned, to enter into an agreement with the Company providing for such allotment and incidental matters and any agreement made under such authority shall be effective and binding on all concerned, and may make any provisions which they think fit in the case of shares becoming distributable in fractions, including in the case of uncertificated shares, the issue of fractional entitlements. The Directors may also include provisions under which all or any part of the benefit of fractional entitlements accrues to the Company rather than to the shareholders concerned.
- 140.11 The Directors may only make a scrip dividend available if:
- (a) the Company has sufficient unissued shares and undistributed profits or reserves to give effect to the elections which could be made to receive the scrip dividend; and
  - (b) the Company has by ordinary resolution authorised the Directors' exercise of their powers under this Article in relation to the dividend concerned or in relation to any dividends which are declared or paid in respect of a particular financial year or period of the Company and which

include the dividend concerned.

140.12 However, an ordinary resolution may not authorise the Directors to exercise their powers under this Article in relation to a dividend declared or paid in respect of a financial year or period commencing more than five years after the date on which the resolution is passed.

140.13 The Directors may, in their discretion, amend, suspend or terminate any offer which is in operation.

141 Any dividend, instalment of dividend or interest or other moneys payable in cash in respect of any share may be paid by cheque or warrant payable to the order of the Member entitled thereto or (in the case of joint holders) of that Member whose name stands first on the Register in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the Member entitled thereto, and payment of the cheque or warrant shall be a good discharge to the Company for the same. Any such dividend or other moneys may also be paid by such other method (including, without limitation, direct debit, bank or other funds transfer system) as the Directors may in their absolute discretion think fit (subject always, in the case of uncertificated shares, to the facilities and requirements of the relevant system concerned where payment is to be made by means of such system) to or through such person as the holder or person entitled may in writing direct. If cheques or warrants in respect of dividends are returned undelivered or are left uncashed on two consecutive occasions the Board may determine that the Company shall cease sending such cheques or warrants by post to the Member or person concerned. Every such cheque or warrant so sent and every payment so made shall be at the risk of the person entitled to the money represented thereby. Payment of a cheque or warrant by the bank on which it was drawn, the transfer of the funds by the bank instructed to make the same or the making of payment otherwise in accordance with this Article shall be a good discharge to the Company. The Company shall have no responsibility for any sums lost or delayed in the course of payment by a method selected by the Directors pursuant to this Article, or where it has acted on any directions given by the holder or person entitled. Subject to the provisions of these Articles and to the rights attaching to, or the terms of issue of, any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Directors may think fit or otherwise determine. No unpaid dividend, interest or other monies payable in respect of the shares in the capital of the Company shall bear interest as against the Company, unless otherwise provided by the rights attached to the share.

142 The Board may deduct from any dividend or other moneys payable in respect of any shares held by a Member, either alone or jointly with any other Member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise in respect of Shares of the Company.

143 All unclaimed dividends or other monies payable on or in respect of a share may be invested or otherwise made use of by the Board for the benefit of the

Company until claimed and the payment of any such dividend into a separate account or the investment of such dividend shall not constitute the Company a trustee in respect thereof. No dividend shall bear interest as against the Company. Any dividend which has remained unclaimed for a period of twelve years from the date of declaration and payment thereof shall, if the Board so resolve, at the expiration of that period be forfeited and cease to remain owing by the Company and shall thenceforth belong to the Company absolutely.

- 144 The Board may before recommending any dividend set aside out of the profits of the Company (including any premiums received upon the issue of debentures or other securities or rights of the Company) such sums as it thinks proper as a reserve fund or reserve funds which shall at the discretion of the Board be applicable for any purpose for which the profits of the Company may lawfully be applied, and pending such application the Board may employ the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities (other than the shares of the Company or its holding company) as it may select. The Board may also from time to time carry forward such sums as it may deem expedient in the interests of the Company not to divide.

#### **CAPITALISATION OF PROFITS AND RESERVES**

- 145 The Company may, upon the recommendation of the Board, by ordinary resolution resolve to capitalise any sum standing to the credit of any of the Company's reserve accounts including any share premium account and any capital redemption reserve fund or any sum standing to the credit of profit and loss account or otherwise available for distribution, provided that such sum be not required for paying the dividends on any shares carrying a fixed cumulative preferential dividend, and accordingly that the board be authorised and directed to appropriate the sum resolved to be capitalised to the Members in the proportions in which such sum would have been divisible amongst them had the same been applied or been applicable in paying dividends and to 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 such Members respectively or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to such sum such shares or debentures to be allotted and distributed credited as fully paid up to and amongst such Members in the proportions aforesaid or partly in one way and partly in the other, Provided that a sum standing to the credit of a share premium account or a capital redemption reserve fund may only be applied hereunder in the paying up of unissued shares to be allotted to Members as fully paid.
- 146 The Company in General Meeting may on the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account which is not available for distribution by applying such sum in paying up in full unissued shares to be allotted as fully paid shares to those members of the Company for the time being who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions) and the Board shall give effect to such resolution.

- 147 Whenever such a resolution as aforesaid is passed, the Board shall make all appropriations and applications of the sum resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto with full power to the Board to make such provision by the issue of certificates in respect of fractional entitlements or by payment in cash or otherwise as it thinks fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the Members interested into any agreement with the Company providing for the allotment to them respectively credited as fully paid up of any further shares to which they may be entitled upon such capitalisation and any agreement made under such authority shall be effective and binding on all such Members.

## ACCOUNTS

- 148 The Board shall cause proper accounts and accounting records to be kept and the provisions of the Statutes in this regard shall be complied with. The books of account and accounting records shall be kept at the Office or subject to Section 222(1) and (2) at such other place or places as the Board thinks fit and shall always be open to the inspection of any Director.
- 149 The Board shall from time to time determine whether in any particular case or class of cases or generally and to what extent and at what times and places and under what conditions or regulations (subject to the provisions of the Statutes) the accounts and books of the Company or any of them, shall be open to the inspection of Members, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by Statute or authorised by the Board or by a resolution of the Company in General Meeting or by an order of a court of competent jurisdiction.
- 150 The Board shall from time to time in accordance with the provisions of the Statutes cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts(if any) and reports as are referred to in the Statutes except that the full annual report and accounts and other documents referred to in Section 238(1) of the Act need not be sent to a shareholder to whom summary accounts are sent in accordance with the Statutes.
- 151 A printed copy of every Directors' report and Auditor's report accompanied by the balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be delivered or sent to every shareholder and to every holder of debentures of the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Articles, Provided that this Article shall not require a copy of such documents to be sent to any person to whom by virtue of Section 240(3) the Company is not required to send the same nor to any person of whose address the Company is not aware nor to more than one of the joint holders of any shares

or debentures, but any member or debenture holder to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office. Whenever all or any of the shares in or debentures of the Company are listed or dealt in on any Stock Exchange in the United Kingdom there shall at the same time be forwarded to the appropriate officer of such Stock Exchange such number of copies of such documents as may for the time being be required under its regulations or practice.

- 152 Every account of the Company, when audited and approved by an Annual General Meeting, shall be conclusive.

## AUDIT

- 153 In accordance with the requirements of the Statutes the accounts of the Company shall be examined and the truth and fairness of the balance sheet, profit and loss account and group accounts (if any) reported on by an Auditor or Auditors.
- 154 Auditors shall be appointed and their duties, powers, rights and remuneration regulated in accordance with the provisions of the Statutes. Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company be valid notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.
- 155 The Auditors' report shall be read before the Company in General Meeting and shall be open to inspection as required by the Statutes. The Auditor or Auditors shall be entitled to attend any General Meeting and to receive notices of and other communications relating to any General Meeting which any member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him or them as Auditor or Auditors.

## UNTRACED SHAREHOLDERS

- 156 The Company shall be entitled to sell at the best price reasonably obtainable any shares of a Member or any shares to which a person is entitled by virtue of transmission on death or bankruptcy if any provided that:
- (a) during the period of 12 years prior to the date of the publication of the advertisements referred to in Article 156(b) below (or, if published on different dates the earlier or earliest thereof) at least three dividends in respect of the Shares in question have become payable and all warrants and cheques in respect of the shares in question sent in the manner authorised by these presents have been returned or remained uncashed and unclaimed or, following one such occasion, reasonable enquiries have failed to establish any new address of the registered holder; and
  - (b) the Company on expiry of the said period of 12 years shall have inserted advertisements (which if not published on the same day, shall have published within 30 days of each other), both in a leading national



newspaper published in the United Kingdom and in a newspaper circulating in the area of the last known address of the member or person entitled by transmission or the registered address as appearing in the Register of such member, giving notice of its intention to sell the said shares; and

- (c) during the said period of 12 years and the period of three months following the date of publication of the said advertisements (or, if published on different dates, the later or latest thereof) and prior to the exercise of the power of sale the Company shall not have received indication, either of the whereabouts or of the existence of such member or person and no dividend which has become payable during that period has been claimed; and
- (d) notice shall have been given to the Quotations Department of the London Stock Exchange of its intention to make such sale, if shares of the class concerned are listed or dealt in on that exchange.

156.1 To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The person so appointed may enter the name of the transferee in respect of the transferred shares in the Register notwithstanding the absence of any share certificate being lodged in respect thereof and may issue a new certificate to the transferee. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Director may from time to time think fit.

156.2 If during the period of 12 years referred to in Article 156(a), or during any period ending on the date when all the requirements of paragraphs 156(a) to 156(c) have been satisfied, any additional shares have been issued in respect of those held at the beginning of, or previously so issued during, any such period and all the requirements of paragraphs 156(b) and 156(c) have been satisfied in regard to such additional shares, the Company shall also be entitled to sell the additional shares.

## NOTICES

157 A Notice or other document may be served by the company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register.

- 158 All notices directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register, and notice given shall be sufficient notice to all the holders of such share
- 159 Any Member described in the Register by an address not within the United Kingdom who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address and, without prejudice any notices of a general meeting of the company which is in fact given or purports to be given to such members shall be ignored for the purpose of determining the validity of the proceedings at such general meeting, but otherwise no such member shall be entitled to receive any notice from the Company.
- 160 Any summons, notice, order or other document required to be sent to or served upon the Company or upon any officer of the Company may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company or to such officer, at the Office.
- 161 Save as otherwise provided by the Act or by these Articles any notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. Any notice or other document if served by air mail post shall be deemed to have been delivered on the second day following, and if served by first class post shall be deemed to have been served on the day following and if served by second class post shall be deemed to have been served on the second day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter or prepaid registered letter as the case may be.
- 162 Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, unless his name shall, at the time of the service of the notice or document, have been removed from the Register as the holder of the share and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.
- 163 Any notice required to be given by the Company to the Members or any of them, and not provided for by or pursuant to these Articles shall be sufficiently given by advertisement which shall be inserted once in at least one leading United Kingdom national newspaper. Any notice given by advertisement shall be deemed to have been served at noon on the day on which the advertisement appears.
- 164 If at any time by reason of the suspension or any curtailment of postal services

in the United Kingdom the Company is unable effectively to convene a General Meeting by notices sent through the post and the Board has resolved that it is necessary to do so in the interests of the Company, a General Meeting may (subject in the case of an Annual General Meeting to Section 240) be convened by a notice advertised on the same date in at least one leading United Kingdom national daily newspaper and such notice shall be deemed to have been duly served on all Members entitled thereto at noon on the day when the advertisements appear or if the same appear on different days, at noon on the last of the days when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least five days prior to the meeting the posting of notices again becomes practicable.

## WINDING UP

- 165 If the Company shall be wound up (whether the liquidation is altogether voluntary, under supervision or by the Court) the Liquidator may, with the authority of an extraordinary resolution and any other sanction or authority required by the Act or the Insolvency Act 1986, divide among the Members in proportion to their shareholdings in specie the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like authority, vest the whole or any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled by the Liquidator to accept any assets in respect of which there is attached a liability or potential liability. Without prejudice to Section 659, the Liquidator may make any provision referred to in and sanctioned in accordance with Section 719. The power of sale of a liquidator shall include a power to sell wholly or partially for shares or debentures or other obligations of another body corporate, either then already constituted or about to be constituted for the purpose of carrying out the sale.

## INDEMNITY

- 166 Subject to the provisions of, and so far as may be permitted by, the Statutes, every Director, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour, or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part, or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the Court.

- 166.1 Subject to the provisions of the Statutes, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or Auditors of the Company, or of any company or body which is its holding company or in which the Company or such holding company has an interest whether direct or indirect or which is in any way allied to or associated with the Company or who were at any time trustees or any pension fund in which any employees of the Company or of any other such insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company and/or any such other company, body or pension fund. For the purposes of this Article "holding company" shall have the same meaning as in the Companies Act 1989.

## SHARE WARRANTS

- 167 The Company may, with respect to any fully paid shares, issue a warrant (a "share warrant") stating that the bearer of the warrant is entitled to the shares specified in it and may provide (by coupons or otherwise) for the payment of future dividends on the shares included in a share warrant.
- 168 The powers referred to in Article 167 may be exercised by the Board, which may determine and vary the conditions on which share warrants shall be issued, and in particular on which:
- (a) a new share warrant or coupon will 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);
  - (b) the bearer of a share warrant shall be entitled to receive notice of and to attend, vote and demand a poll at general meetings;
  - (c) dividends will be paid; and
  - (d) a share warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in it.

Subject to such conditions and to these Articles, the bearer of a share warrant shall be deemed to be a member for all purposes. The bearer of a share warrant shall be subject to the conditions for the time being in force and applicable thereto, whether made before or after the issue of such share warrant.

We, the subscribers to these Articles of Association, wish to be formed into a Company pursuant to these Articles, and we agree to take the number of shares shown opposite our names.

---

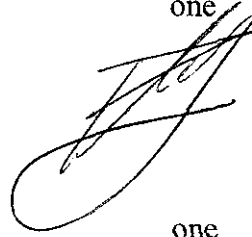
Name and address of Subscribers

---

number of shares

Paul Allen Ray )  
 74 Boulevard d' Italie )  
 Monaco MC98000 )  
 )  
 )

one



Ronald William Scarlett )  
 371 Ancienne Voie Romaine )  
 06190 Roquebrune Cap Martin )  
 France )  
 )

one



Date 1/6/2001

Witness to the above signatures

Name REBECCA MATHIAS )

Address 1 AV DE LA COSTA )  
 MC 98000 MONACO )

Occupation SECRETARY )

---



FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 4228788

The Registrar of Companies for England and Wales hereby certifies that  
ESTELAR RESOURCES PLC

having by special resolution changed its name, is now incorporated  
under the name of  
ALL STAR MINERALS PLC

Given at Companies House, Cardiff, the 27th January 2006



\*C04228788Q\*



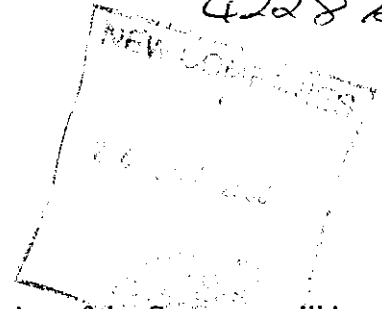
THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC006B

102578

10  
422878

**ESTELAR RESOURCES PLC**

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting of the Company will be held at *1, Green Hill, Little Thetford, Ely, Cambridgeshire CB6 5HD* on *11<sup>th</sup> January* 2006 at *2:30 a.m./p.m.* for the purpose of considering and, if thought fit, passing the following Resolution:

**Special Resolution**

That the name of the Company be changed to "*ALL STAR MINERALS* PLC".

By Order of the Board

*R D Jones*  
.....  
Director

Registered Office: Richmond House  
Broad Street  
Ely  
Cambridgeshire  
CB7 4AH

Dated: *11<sup>th</sup> January* 2006

NOTES: A member entitled to attend and vote at the above Meeting may appoint a proxy to attend and, on a poll, vote on his behalf. A proxy need not be a member of the Company.



**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this document you should consult a person authorised for the purposes of the Financial Services and Markets Act 2000 who specialises in advising on the acquisition of shares and other securities. You should be aware that an investment in the Company involves a high degree of risk and prospective investors should also carefully consider the section entitled "Risk Factors" set out in Part Three of this document before taking any action.**

This document, which comprises an Admission Document, has been drawn up in accordance with the requirements of the Ofex Rules and does not comprise an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000. This document should be read in conjunction with the attached application for shares.

The Directors of All Star Minerals plc ("the Company") whose names appear on page 3 of this document, accept responsibility for the information contained in this document and for compliance with the Ofex Rules. To the best of the knowledge of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. In connection with the Offer and/or this document, no person is authorised to give any information or make any representation other than as contained in this document. Under no circumstances should the information contained in this document be relied upon as being accurate at any time after Admission.

Application has been made for all the Ordinary Shares of the Company to be admitted to trading on Ofex, and the Offer is conditional upon acceptance of this application. It is expected that dealings in the Ordinary Shares will commence on Ofex on 10 April 2006. **Ofex is a market operated by Ofex plc for the trading of unlisted securities and is not classified as a Regulated Market under EU financial services law. Ofex is a market for smaller companies which tend to involve a higher degree of risk than more mature companies. If you are in any doubt about the contents of this document you should consult a person authorised by the FSA to provide investment advice.** It is emphasised that Ofex is not a recognised investment exchange and that no application is currently being made for admission of the Ordinary Shares to AIM or the Official List of the United Kingdom Listing Authority.

This document does not constitute an offer to sell or the solicitation of an offer to buy Ordinary Shares in any jurisdiction in which such offer or solicitation is unlawful. In particular, this document is not for distribution in or into the United States of America, Canada, Australia, South Africa or Japan. The Ordinary Shares have not been and will not be registered under the United States Securities Act 1933 (as amended) nor under the applicable securities legislation of any province or territory of Canada, Australia, South Africa or Japan or in any country, territory or possession where to do so may contravene local securities law or regulations. Accordingly, the Ordinary Shares may not, subject to certain exemptions, be offered or sold directly or indirectly into the United States of America, Canada, Australia, South Africa or Japan. The distribution of this document in other jurisdictions may be restricted by law and therefore persons into whose possession this document comes should inform themselves about and observe any such restriction. Any failure to comply with these restrictions may constitute a violation of the securities law of any such jurisdiction.

---

## **All Star Minerals plc**

*(Incorporated and registered in England and Wales under the Companies Act 1985 with Registered Number 4228788)*

### **Offer for Subscription and Admission to Ofex**

**of up to 22,500,000 new Ordinary Shares of £0.01 each at £0.02 per share**

---

#### **Share capital immediately following the Offer** (assuming full subscription)

Authorised		Issued and fully paid	
Number	Amount	Number	Amount
200,000,000	£2,000,000	52,500,000	£525,000

Ordinary Shares of £0.01 each

The new Ordinary Shares will rank *pari passu* in all respects with the existing Ordinary Shares and will rank in full for all dividends and other distributions made or paid in respect of the ordinary share capital of the Company following the Offer.

The subscription list will open at 10:00 a.m. on 15 March 2006 and may be closed at any time thereafter, but will close no later than 3:00 p.m. on 3 April 2006 unless extended by the Directors. The application procedure for Ordinary Shares is set out in Part Six of this document.

**St Helen's Capital plc, which is authorised and regulated by the Financial Services Authority and is a member of Ofex, is the Company's Corporate Adviser for the purposes of the Admission.** All of the advisers named in the Offer Document are acting for the Company in connection with the Offer and are not advising any other person or treating any other person as their client in relation to the Offer and they will not be responsible to any such person for providing the protection afforded to their clients or advising any such person on the contents of the Offer Document or the matters referred to herein and they do not assume any duty of care towards any party other than the Company in respect of any part of the contents of the Offer Document.



---

## CONTENTS

<b>DEFINITIONS</b>	2
<b>DIRECTORS, SECRETARY AND ADVISERS</b>	3
<b>SUBSCRIPTION STATISTICS</b>	4
<b>TIMETABLE OF PRINCIPAL EVENTS</b>	4
<b>PART ONE: INFORMATION ON THE COMPANY</b>	5
Introduction	5
Ofex Investment Vehicles	5
Investment strategy	5
Thorium	6
Reasons for the Offer	6
The Offer	6
Working capital	7
Ofex and the Marketability of Ordinary Shares	7
The City Code on Takeovers and Mergers	7
CREST	8
Dividend policy	8
Corporate governance	8
Lock-ins and orderly market arrangements	9
Warrants	9
<b>PART TWO: DIRECTORS</b>	10
<b>PART THREE: RISK FACTORS</b>	11
<b>PART FOUR: FINANCIAL INFORMATION</b>	14
<b>PART FIVE: ADDITIONAL INFORMATION</b>	24
<b>PART SIX: TERMS AND CONDITIONS AND PROCEDURE FOR APPLICATION</b>	34
<b>APPLICATION FORM</b>	

---

## DEFINITIONS

The following definitions apply throughout this Offer Document, unless the context requires otherwise:

"Act"	the Companies Act 1985 (as amended)
"Admission"	admission of the Ordinary Shares to trading on Ofex
"AIM"	the AIM Market operated by London Stock Exchange plc
"Application Form"	the application form to be used in connection with the Offer
"Articles"	the current articles of association of the Company (as may be amended from time to time);
"Board"	the board of directors of the Company
"Capita Registrars"	a trading division of Capita IRG Plc
"Company"	All Star Minerals plc
"Corporate Adviser"	an Ofex member firm which has been approved by Ofex to act in the capacity of a corporate adviser and has been admitted to the register of such advisers
"CREST"	the computer based system and procedures which enable title to securities to be evidenced and transferred without a written instrument administered by CrestCo Limited
"Directors"	the directors of the Company, whose names are set out on page 3
"Minimum Subscription"	£360,000
"Ofex"	the market operated by Ofex plc to allow trading in the shares of unquoted companies
"Ofex Investment Vehicle"	an issuer of securities which have been admitted to trading on Ofex, or in respect of which application has been made for admission to trading on Ofex, whose actual or intended principal activity is to invest in the securities of other businesses (whether publicly traded or not), or to acquire a particular business, in accordance with specific investment criteria
"Ofex Rules"	the Ofex rules for issuers governing the operation and administration of Ofex, as issued by Ofex plc and as amended or extended from time to time
"Offer"	the invitation by the Company to subscribe for the Offer Shares
"Offer Document"	this document
"Offer Price"	£0.02 per Ordinary Share
"Offer Shares"	22,500,000 Ordinary Shares available to be subscribed for under the Offer
"Ordinary Shares"	ordinary shares of £0.01 each in the capital of the Company
"UK"	the United Kingdom of Great Britain and Northern Ireland

## **DIRECTORS, SECRETARY AND ADVISERS**

### **Directors**

**Robert Douglas Young**, Chairman and Executive Director  
**Conrad Windham**, Chief Operations Officer  
**Shahrukh Khan**, Non-executive Director

of 1 Green Hill, Little Thetford, Ely, Cambridgeshire CB6 3HD  
Telephone: +44 (0)1353 649701

### **Secretary**

**Edward Taylor**

### **Corporate Adviser**

**St Helen's Capital plc**  
15 St Helen's Place  
London EC3A 6DE

### **Solicitors to the Company and the Offer**

**Harvey Ingram LLP**  
20 New Walk  
Leicester LE1 6TX

### **Auditors**

**Price Bailey LLP**  
Richmond House  
Broad Street  
Ely  
Cambridgeshire CB7 4AH

### **Reporting Accountants**

**Price Bailey LLP**  
The Quorum  
Barnwell Road  
Cambridge CB5 8RE

### **Registrar**

**Capita Registrars**  
The Registry  
34 Beckenham Road  
Beckenham  
Kent BR3 4TU

### **Bankers**

**Royal Bank of Scotland**  
82-88 Hills Road  
Cambridge CB2 1LG

### **Registered Office**

Richmond House  
Broad Street  
Ely  
Cambridgeshire CB7 4AH

### **Receiving Agent**

**Capita Registrars**  
Corporate Actions  
PO Box 166  
The Registry  
34 Beckenham Road  
Beckenham  
Kent BR3 4TH

## **SUBSCRIPTION STATISTICS**

Offer Price	£0.02
Number of Offer Shares	22,500,000
Ordinary Shares in issue immediately following the Offer (assuming full subscription)	52,500,000
Percentage of enlarged share capital being offered	42.86%
Expected proceeds of the Offer after expenses (assuming full subscription)	£393,610
Market capitalisation of the Company at the Offer Price (assuming full subscription)	£1,050,000

## **TIMETABLE OF PRINCIPAL EVENTS**

Publication of Offer Document	15 March 2006
Opening of subscription list under the Offer	15 March 2006
Latest time and date for receipt of application forms (unless extended)	3 April 2006
Expected date for acceptance of Ofex application	3 April 2006
Expected date for notification of acceptances and dispatch of share certificates	6 April 2006
Expected date for start of trading of Ordinary Shares on Ofex	10 April 2006

## **PART ONE**

### **INFORMATION ON THE COMPANY**

#### **Introduction**

The Company was incorporated in England and Wales on 5 June 2001 as a public limited company under the Companies Act 1985.

The Directors believe there are a number of potentially attractive investment opportunities in the mineral resources sector, particularly in relation to exploration for thorium and associated elements, and have decided to seek an Ofex trading facility for the Company as an Ofex Investment Vehicle. Following Admission, the Directors intend that the Company will seek to acquire interests in exploration and production projects focusing on this area.

#### **Ofex Investment Vehicles**

The Ofex Rules define an Investment Vehicle as:

"An issuer whose actual or intended principal activity is to invest in the securities of other businesses (whether publicly traded or not), or to acquire a particular business, in accordance with specific investment criteria."

A Cash Shell is defined in the same rules as:

"An issuer which does not, through itself or its subsidiaries, carry on a business activity, or intend to commence a business activity in accordance with a business plan submitted to Ofex, excluding an Investment Vehicle."

Whilst All Star Minerals plc is an Investment Vehicle under the Ofex Rules, this term is used interchangeably with Cash Shell by many commentators, including the financial press.

A recent change to the AIM Rules for Companies requires new AIM investing companies (which are broadly analogous with Ofex Investment Vehicles) to raise at least £3 million in cash on, or immediately before, admission to AIM. The directors believe that, following this change, Ofex Investment Vehicles have become increasingly popular with investors.

#### **Investment strategy**

The Directors have identified properties in Russia and Australia which they believe to be prospective for mineable thorium deposits. Following Admission, the Directors intend to pursue these and other opportunities with a view to acquiring exploration and extraction acreage. In addition, should opportunities present themselves, the Directors will give serious consideration to the acquisition of producing thorium deposits in politically stable territories. In the event that the Company has the opportunity to acquire a producing thorium deposit, it is likely that further financing will be required.

The Directors will use their experience to identify appropriate targets, carry out due diligence, and negotiate acquisitions and investments in conjunction with their technical and professional advisers. If required by law and/or regulation, shareholder approval will be sought for acquisitions once the terms have been finalised.

The Directors' investment criteria are:

- to acquire interests in properties which are prospective for economically viable thorium deposits;
- to acquire producing thorium deposits in politically stable territories;
- any partners of the Company in exploration projects should accept a reasonable and negotiated part of the remuneration for any work carried out by them in the form of an interest in the projects concerned; and
- the owners of any producing deposits should accept a reasonable and negotiated part of the consideration for any acquisition in the form of Ordinary Shares or other securities issued by the Company.

The Directors intend, upon the Company making a successful acquisition or investment, to review the constitution of the Board and to make any necessary changes in order to meet the business needs of the Company.

If the Company fails to complete an acquisition or investment as outlined above within 24 months from Admission, a resolution will be proposed for a members' voluntary liquidation of the Company (pursuant to Part IV of the Insolvency Act 1986) and the return of funds (after payment of the expenses and liabilities of the Company) to the shareholders pro rata to their respective shareholdings.

## **Thorium**

Thorium was first discovered in 1828 by the Swedish chemist, Jons Jakob Berzelius, who named the metal after Thor, the Norse god of war. The use of thorium (represented on the periodic table by the symbol Th) in nuclear reactors has been considered since nuclear energy emerged in the 1950's. Thorium makes up around 0.0007% of the earth's crust, making it roughly three times more abundant than uranium, its more radioactive counterpart. However, the use of thorium to generate nuclear power has not been widely adopted due to its atoms being difficult to split, which is the fundamental requirement of a fission reactor.

Thorium is composed of a common single stable isotope, thorium-232, which can absorb neutrons and convert to uranium-233 (233U). From this point, 233U undergoes fission to generate energy. Thorium is a more efficient nuclear fuel than uranium, and this allows thorium-based nuclear reactors to be designed to decrease the amount of spent fuel per unit of energy created, which in turn reduces the amount of waste to be disposed of.

The spent fuel that is produced has a much lower plutonium content than the spent fuel which comes out of a conventionally fuelled reactor. This is significant, as research has shown that the mix of plutonium isotopes generated would not be particularly desirable for military use - a bomb made from it would be extremely unlikely to give much explosive yield. Even if a terrorist group wanted to make a terrifying (if not terribly powerful) bomb, extracting plutonium from thorium fuel used in a reactor would be more difficult than removing it from today's spent fuel.

According to the US Geological Survey's most recent Minerals Yearbook, published in February 2005, in the future, thorium's use as a non-proliferative nuclear fuel is considered a likely replacement for uranium, especially in a world concerned with the threat of terrorism. The directors are of the opinion that, as governments and societies become better informed, thorium will play an increasing role in powering nuclear reactors to produce electricity.

The prime source of thorium is monazite, which typically contains up to 12% thorium oxide, and it is common for rare earths such as lanthanum, yttrium and cerium to be associated with thorium. An increase in demand for thorium would therefore result in monazite resuming its role as a leading source of rare earths. The Directors believe that there could be a near-term revenue opportunity by separating and selling the rare earths. Thorium itself is also used as a coating for tungsten welding rods, and in electric arc carbon cores, which present a further market for the element.

## **Reasons for the Offer**

The Company is seeking to raise initial funding of up to £393,610 after expenses, which will be required, in part, as working capital for the operating costs of the Company in order to identify and carry out due diligence on potential acquisitions and investments. It is envisaged that further activities will be funded as required by additional offers of new Ordinary Shares.

## **The Offer**

The terms and conditions of the Offer and details of the procedure for application are set out in Part Six of this document.

Assuming full subscription, 22,500,000 new Ordinary Shares are being offered for subscription at a price of £0.02 per share, to raise £450,000 before expenses. The proceeds of the Offer are expected to be approximately £393,610 after expenses.

All Application Forms (duly completed) must be received by the Company's Receiving Agent, Capita Registrars, on or before 3:00 p.m. on 3 April 2006, or such other date, not in any event being later than 3 May 2006 as the Directors (in their sole discretion) may resolve.

The Minimum Subscription under the Offer is £360,000. Applications must be made on the Application Form attached to this Offer Document in respect of a minimum of 50,000 Ordinary Shares and, subject to this, in multiples of 25,000 Ordinary Shares. The Offer Price of £0.02 per share is payable in full on application. The Directors reserve the right to scale down, accept or reject in whole or part any application.

The Offer Shares will, following allotment, rank *pari passu* in all respects with the existing Ordinary Shares and will have the right to receive all dividends and other distributions hereafter declared, made or paid in respect of the issued ordinary share capital of the Company.

The Offer is conditional upon acceptance (subject only to the Minimum Subscription being raised) of the Company's application for its Ordinary Shares to be traded on Ofex.

### **Working capital**

The Directors consider that having made due and careful enquiry, taking into account the Minimum Subscription receivable by the Company under the Offer, the working capital available to the Company is sufficient for its present requirements.

Operating costs will be kept to a minimum, but consistent with the Company's status as a publicly quoted company. The Company will not acquire premises of its own or engage any full time employees other than the Directors before making an investment or acquisition. The Directors will seek, so far as practicable, to conserve the Company's resources.

### **Ofex and the Marketability of Ordinary Shares**

An application has been made for the Ordinary Shares to be traded on Ofex and the Offer is conditional upon acceptance of this application. Dealings in the Ordinary Shares are expected to commence on 10 April 2006.

The share capital of the Company is not presently listed or dealt in on any stock exchange. It is emphasised that no application has been made or is being made for admission of the Ordinary Shares to AIM or the Official List of the UK Listing Authority. Ofex is a market operated by Ofex plc and is not part of the London Stock Exchange plc.

Ofex has a comprehensive company information and announcement system called Newstrack which is presently distributed by Bloomberg, Reuters, Telekurs, Thomson Financial and FT Interactive Data (incorporating ComStock). Newstrack is an electronic news and information service for professional intermediaries which carries information on Ofex companies, announcements by such companies and other information on Ofex, including mid-prices.

Newstrack is available to private investors via the Ofex website, [www.ofex.com](http://www.ofex.com). Any individual wishing to buy or sell shares which have a trading facility on Ofex must trade through a stockbroker (being a member of the Ofex market) who is regulated by the Financial Services Authority, as the market cannot deal directly with the public.

### **The City Code on Takeovers and Mergers**

The City Code on Takeovers and Mergers (the City Code) is administered by the Panel on Takeovers and Mergers (the Panel) and applies to all takeover and merger transactions, however effected, where the offeree company is a public company, whether quoted or unquoted, incorporated and resident in the United Kingdom, the Channel Islands or the Isle of Man. The City Code also applies to certain categories of private limited companies. The Company is a company to which the City Code applies and its shareholders are accordingly entitled to the protections afforded by the City Code.

The City Code and the Panel operate principally to ensure fair and equal treatment of shareholders in relation to takeovers. The City Code also provides an orderly framework within which takeovers are conducted. The City Code has not, and does not seek to have, the force of law. It has, however, been acknowledged by both government and other regulatory authorities that those who seek to take advantage of the facilities of the securities markets in the United Kingdom should conduct themselves in matters relating to takeovers in accordance with high business standards and so according to the City Code.

Under Rule 9 of the City Code, when a person or a group of persons acting in concert acquires shares in a company which is subject to the City Code, and such shares (when taken together with shares already held) carry 30% or more of the voting rights of the Company, such person or group of persons is normally obliged to make a general offer in cash to all of the Company's shareholders to acquire the remaining equity share capital at the highest price paid by any member of such concert party within the preceding 12 months.

Rule 9 of the City Code also states that, if any person or group of persons acting in concert holds shares carrying not less than 30%, but not more than 50%, of the voting rights, and such person, or any person acting in concert with him, acquires any additional shares which increase their percentage of the voting rights, such person or group of persons is, in the same way, obliged to make a general offer to all shareholders.

At the date of this document, Mrs Carole Rowan holds 19,100,000 Ordinary Shares, representing 63.67% of the Company's issued share capital and 19,100,000 warrants to subscribe for Ordinary Shares which, when aggregated with her current

shareholding would, assuming full subscription under the Offer, represent 47.04% of the share capital on a fully diluted basis.

On the assumption that only the minimum subscription is raised and that neither Mrs Rowan nor any other person or persons who would, together with her, be deemed to be a concert party subscribe for further shares under the Offer, Mrs Rowan's shareholding would dilute to 39.79% of the Company's issued share capital. On the same basis, but assuming full subscription, Mrs Rowan's shareholding would represent 36.38% of the Company's issued share capital.

However, Mrs Rowan and/or other persons who would, together with her, be deemed to be a concert party, may directly or indirectly subscribe for Ordinary Shares as part of the Offer. As a consequence, on Admission, the members of any such concert party could between them hold more than 30% of the Company's voting share capital.

To the extent that, following Admission, Mrs Rowan and the other members of any such concert party hold between 30% and 50% of the company's voting share capital (and for so long as they continue to be treated as acting in concert) any further increase in that aggregate shareholding (including through the exercise of warrants) would be subject to the provisions of Rule 9.

Further, to the extent that, following Admission, Mrs Rowan and the other members of any such concert party hold between them more than 50% of the company's voting share capital (and for so long as they continue to be treated as acting in concert) they will accordingly be able to increase their aggregate shareholding (including through the exercise of warrants) without incurring any further obligation under Rule 9 to make a general offer, although individual members of the concert party (if their individual holdings are less than 50%) will not be able to increase their percentage shareholdings through a Rule 9 threshold without Panel consent.

Mrs Rowan has indicated to the Directors that she has no current intention to exercise any of the warrants held by her for so long as her shareholding, when aggregated with the shareholdings of any other persons who, with her, are deemed to be a concert party, exceed 30%. Further, Mrs Rowan has also indicated that, upon such aggregate shareholding falling below 30%, she has no current intention to increase her shareholding if the result of this would be to increase such aggregate shareholding above 30%. In either circumstance, should the warrants be exercised, Mrs Rowan and any other persons who, with her, are deemed to be a concert party, would be subject to the provisions of Rule 9.

## **CREST**

CREST is a paperless settlement system operated by CrestCo Limited which enables securities to be held and transferred securely in electronic dematerialised form. The Company's Articles permit the holding of Ordinary Shares in uncertificated form in accordance with the Uncertificated Securities Regulations 2001. Application will be made for the Ordinary Shares to be admitted to CREST and it is expected that the Ordinary Shares will be enabled for settlement in, and admitted to, CREST on the date that Admission becomes effective.

## **Dividend policy**

The current intention of the Directors is to aim for capital growth by acquiring interests in and developing suitable resource properties. Considering the Company's anticipated expenditure requirements, payment of a dividend is unlikely, at least in the next three years.

## **Corporate governance**

The Directors intend to seek to comply with the provisions of the Combined Code on Corporate Governance to the extent that they believe it is appropriate in light of the size, stage of development and resources of All Star Minerals plc. At present, due to the size of the Company, audit and risk management issues will be addressed by the Board. As the Company grows, the Board will consider establishing an audit and risk management committee and will consider developing further policies and procedures which reflect the principles of good governance.

The Company has adopted and will operate a share dealing code for directors and senior executives under the same terms as the model code on directors' dealings in securities, published from time to time by the UK Listing Authority.

In addition, the Company is obliged to comply with the provisions of the Ofex Rules, as amended from time to time, which govern the operation and administration of the Ofex market, including the arrangements for the admission of securities to Ofex and ongoing requirements once admitted to trading.



### **Lock-ins and orderly market arrangements**

Assuming full subscription, at Admission the Directors and persons connected with them will own 5,900,000 Ordinary Shares representing 11.24% of the enlarged share capital and in addition will have warrants over 8,900,000 Ordinary Shares which, when aggregated with their current shareholdings would, again assuming full subscription, represent 18.23% of the enlarged share capital of the Company on a fully diluted basis.

The Directors and Mrs Judith Young (being a connected person of Dr Robert Young), have undertaken to the Company that they will not sell or dispose of, except in certain specified circumstances, any of their respective interests in Ordinary Shares at any time before the first anniversary of Admission. In addition, the Directors and Mrs Young have also undertaken that during the period from 12 to 24 months following Admission, they will effect a sale only following consultation with the Corporate Adviser in relation to any such disposal and further that any such disposal will be made in such a manner and as such Corporate Adviser may reasonably require with a view to maintaining an orderly market in the Ordinary Shares.

Prospective investors should be aware that Mrs Carole Rowan, whose shareholding is detailed in the section headed 'The City Code on Takeovers and Mergers' above, and also in Part Five of this document, is not subject to any such restriction.

### **Warrants**

On 8 March 2006, the Company issued 28,250,000 warrants to subscribe for Ordinary Shares. These warrants are exercisable at £0.01 per share at any time up to the fifth anniversary of issue. On Admission, the Company will also issue 450,000 warrants to subscribe for Ordinary Shares to St Helen's Capital plc. These warrants will be exercisable at £0.01 per share at any time up to the fifth anniversary of Admission. Further details of these warrants can be found in paragraphs 10.4 and 10.1 respectively of Part Five of this document.

## **PART TWO**

### **DIRECTORS**

#### **Robert Douglas Young, BSc MSc PhD - Chairman and Executive Director, aged 61**

Dr Young holds a first class honours degree in geology and chemistry, a MSc in Mineral Exploration and a PHD in geochemistry. He has over 30 years of varied experience in the mining industry in Europe and South East Asia. Positions held include director of Minerex Limited (Ireland) between 1972 and 1977 and Chief Metals Geologist for Shell Minerals (Indonesia) between 1980 and 1984. Dr Young was the founding Managing Director of Cambridge Mineral Resources PLC, where he was a director between 1992 and 1997, and was a director of Angus & Ross plc from 1999 to 2002. Both of these companies were floated on Ofex and then moved to AIM. He is currently Executive Chairman of AIM listed Beowulf Mining Plc.

#### **Conrad Windham – Chief Operations Officer, aged 22**

Mr Windham has worked as a financial journalist with a number of junior mining and exploration companies, assisting in their development and also analysing their properties and strategies. He has been commissioned to produce independent research for a number of public and private companies, both in the UK and abroad. In March 2005, Mr Windham was appointed as editor of the web-based publication Alm-Analyst.com, which focused on the London Stock Exchange's AIM Market, before moving on to write for Watshot.com, a part of the T1ps.com Limited group of websites. In February 2006, he was appointed as a consultant to Ofex-listed Penton International Limited, where he is working to help establish the company as a diversified natural resource investment house.

#### **Shahrukh Khan – Non-Executive Director, aged 34**

Mr Khan was educated in the USA (at Harvard University) and in the UK. He was awarded a BA in business administration and economics (finance and international business) at Richmond, the American International University in London. Mr Khan has over 9 years experience in project finance, with a particular focus on the natural resources and infrastructure related sector. He has worked on a number of international assignments with a total value exceeding US\$5 billion, predominantly in the Middle East, South Asia and China. He has specialist expertise in large and complex projects, including project valuation and investment appraisal, financial modelling, feasibility studies and other project finance related services. He is a director of Al Nasr Europe Limited, a London-based trading and finance company (a sister company of Al Nasr Trading and Industrial Corporation of Saudi Arabia) which is involved in the metals and minerals industries and the energy sector.

Further details of the Directors' terms of service and other directorships are set out in paragraphs 3.5 and 3.3 respectively of Part Five of this Offer Document.

## **PART THREE**

### **RISK FACTORS**

**The exploration for and development of natural resources is a highly speculative activity which involves a high degree of financial risk. Before deciding whether to invest in the Ordinary Shares, prospective investors should carefully consider the risks described below together with all other information contained in this document. If any of the following risks actually occur, the Company's business, financial condition and/or results of operations could be materially and adversely affected. In such case, an investor may lose all or part of his or her investment. Additional risks and uncertainties not currently known to the Directors may also have an adverse effect on the Company's business and the information set out below is not and does not purport to be an exhaustive summary of the risks affecting the Company.**

#### **Exploration and mining risks**

The business of exploration for minerals involves a high degree of risk. Few properties that are explored are ultimately developed into producing mines. Mineral deposits assessed by the Company may not contain economically recoverable volumes of resources. Should any such mineral deposits contain economically recoverable resources then delays in the construction and commissioning of mining projects or other technical difficulties may result in any projected target dates for production being delayed or further capital expenditure being required.

The operations of the Company may be disrupted by a variety of risk and hazards which are beyond the control of the Company, including geological, geotechnical and seismic factors, environmental hazards, industrial accidents, occupational and health hazards, technical failures, labour disputes, unusual or unexpected rock formations, flooding and extended interruptions due to inclement or hazardous weather conditions, explosions and other acts of God. These risks and hazards could also result in damage to, or destruction of, production facilities, personal injury, environmental damage, business interruption, monetary losses and possible legal liability. No assurance can be given that the Company will be able to obtain insurance coverage at reasonable rates (or at all), or that any coverage it obtains will be adequate and available to cover any such claims.

The occurrence of any of these hazards could delay activities of the Company and/or result in liability. The Company may become subject to liability for pollution or other hazards against which it has not insured or cannot insure, including those in respect of past mining activities for which it was not responsible.

Mineral exploration is highly speculative in nature, involves many risks and frequently is unsuccessful. There can be no assurance that any mineralisation discovered will result in proven reserves being attributed to the Company. If reserves are developed, it can take a number of years from the initial phases of drilling until production is possible, during which time the economic feasibility of production may change. Substantial expenditures are required to establish ore reserves through drilling, to determine metallurgical processes to extract metals from ore and, in the case of new properties, to construct mining and processing facilities. As a result of these uncertainties, no assurance can be given that exploration programmes undertaken by the Company will result in any new commercial mining operations being brought into operation.

#### **Volatility of mineral prices**

Historically, mineral prices have displayed wide ranges and are affected by numerous factors over which the Company does not have any control. These include world production levels, international economic trends, currency exchange fluctuations, expectation for inflation, speculative activity, consumption patterns and global or regional political events.

#### **Governmental regulations and processing licences**

Governmental approvals, licences and permits are, as a practical matter, subject to the discretion of the applicable governments or governmental offices. The Company must comply with existing standards, laws and regulations that may entail greater or lesser costs and delays, depending on the nature of the activity to be permitted and the permitting authority. New laws and regulations, amendments to existing laws and regulations, or more stringent enforcement or re-interpretation of existing laws and regulations, could have a material adverse effect impact on the Company's results of operations and financial condition.

The Company's intended exploration activities will be dependent upon the grant and maintenance of appropriate licences, concessions, leases, permits and regulatory consents which could subsequently be withdrawn or made subject to limitations. There can also be no assurance that they will be renewed or, if so, on what terms.

### **Use of thorium in nuclear power generation**

The use of thorium as a nuclear fuel has never been widely adopted. It is known to be technically more difficult to generate power through the use of thorium than through the use of alternatives such as uranium. It is possible that other limitations on the use of thorium as a nuclear fuel may be discovered as its potential is further evaluated and assessed. Further, other sources of energy, both present and future, may be adopted in preference to thorium-based nuclear reactors. There can therefore be no guarantee that thorium will ever become widely used to generate power.

### **Operating history**

The Company does not have an established trading record. The Company has not earned income or profits to date and there is no assurance that it will do so in future. The Company's activities will initially be directed to the search for and the development of new mineral deposits. Significant capital investment will be required to achieve commercial production from successful exploration efforts. There is no assurance that the Company will be able to raise the required funds to continue these activities.

### **Political risks**

Existing political conditions are subject to the introduction of new legislation, amendments to existing legislation by governments or the interpretation of those laws by governments which could impact adversely on the assets, operations and ultimately the financial performance of the Company.

Lack of political stability, changes in political attitudes and changes to government regulations relating to foreign investment and the mining business in the territories in which the Company may operate are beyond the control of the Company and may adversely affect its business.

Operations in the territories in which the Company may operate may be affected to varying degrees by government regulations with respect to restrictions on various areas, including production, price controls, export controls, income taxes, expropriation of property, environmental legislation and mine safety.

### **Uninsured risks**

The Company, as a participant in exploration and mining programmes, may become subject to liability for hazards that cannot be insured against or against which it may elect not to be so insured because of high premium costs or other reasons. The Company may incur a liability to third parties (in excess of any insurance cover) arising from pollution or other damage or injury.

### **Dependence on Directors**

The Company is dependent upon its current Directors. Whilst it has entered into contractual arrangements with the aim of securing the services of those Directors, the retention of their services cannot be guaranteed. Accordingly, the loss of any Directors of the Company may have an adverse effect on the future of the Company's business. There are currently no arrangements in place for key man insurance.

### **Competition**

The mineral exploration and mining business is competitive in all of its phases. The Company will compete with numerous other companies and individuals, including competitors with greater financial, technical and other resources than the Company, in the search for and acquisition of exploration and development rights on attractive mineral properties. The Company's success will depend on its ability to select and acquire exploration and development rights on properties suitable for exploration and development. There is no assurance that the Company will continue to be able to compete successfully with its competitors in acquiring exploration and development rights on such properties.

### **Currency risk**

Currency fluctuations may affect the cash flow that the Company may realise from its operations, as mineral production is usually sold in the world market in US Dollars. Certain costs to the Company are likely to be denominated in currencies other than US Dollars, for example Pounds Sterling, Euros, Russian Roubles, Australian Dollars and Japanese Yen. Fluctuations in exchange rates between currencies in which the Company operates may cause fluctuations in its financial results which are not necessarily related to the Company's underlying operations.

### **Liquidity and marketability of shares and acceptance to Ofex**

The prices of publicly quoted securities can be volatile. The price of securities is dependent upon a number of factors, some of which are general or market or sector specific and others of which are specific to the Company.

The Ordinary Shares are not listed or dealt in on any recognised investment exchange. Notwithstanding the fact that an application has been made for the Ordinary Shares to be traded off-exchange through Ofex, this should not be taken as implying that there will be a liquid market in the Ordinary Shares. In addition, the market for shares in smaller public companies is less liquid than for larger public companies. Therefore, an investment in the Ordinary Shares may be difficult to realise and the price of the Ordinary Shares may be subject to greater fluctuations than might otherwise be the case. Further, whilst the Directors have no reason to believe that the Company's application for the Ordinary Shares to be admitted to trading on Ofex will be refused, acceptance to (and continued membership of) Ofex is entirely at the discretion of the board of Ofex plc.

The value of the Ordinary Shares may go down as well as up. Investors may therefore realise less than or lose all their original investment. The Ofex Rules are less demanding than those of AIM or the UK Listing Authority. It is emphasised that no application is being made for admission of the Ordinary Shares to listing on AIM or the Official List of the UK Listing Authority.

### **Further issues of shares**

It will be necessary for the Company to raise additional capital by way of the issue of further Ordinary Shares to enable it to progress through further stages of development. There can be no assurance that such funding will be available to the Company.

**The risks noted above do not necessarily comprise all those faced by the Company and are not intended to be presented in any assumed order of priority. The investment described in this document is speculative and may not be suitable for all recipients of this document. Potential investors are accordingly advised to consult a person authorised under the Financial Services and Markets Act 2000 who specialises in advising on investments of this kind before making any investment decisions. Prospective investors should consider carefully whether an investment in the Company is suitable in the light of their personal circumstances and the financial resources available to them.**

**PART FOUR**  
**FINANCIAL INFORMATION**  
**ALL STAR MINERALS PLC**



14 March 2006

The Directors  
All Star Minerals plc  
1 Green Hill  
Little Thetford  
Ely  
Cambridgeshire  
CB6 3HD

and

The Directors  
St Helen's Capital plc  
15 St Helen's Place  
London  
EC3A 6DE

Dear Sirs

**ALL STAR MINERALS PLC**

**Introduction**

We report on the financial information set out below relating to All Star Minerals plc (the "Company"). This information has been prepared for inclusion in the Ofex admission document to be dated 15 March 2006 (the "Admission Document") relating to the proposed admission to Ofex of All Star Minerals plc.

The Company was incorporated on 5 June 2001 as Estelar Resources plc, with the registered number 4228788. On 27 January 2006 the Company changed its name to All Star Minerals plc.

**Basis of preparation**

The financial information set out below is based on the audited financial statements of All Star Minerals plc for the three years ended 30 November 2005, no adjustments being necessary.

Price Bailey LLP is a limited liability partnership registered in England and Wales, number OC307551. The registered office is Causeway House, 1 Dane Street, Bishop's Stortford, Herts CM23 3BT where a list of members is kept.

Price Bailey is a trading name of Price Bailey LLP

With offices in  
Bishop's Stortford  
Cambridge  
Ely  
North London  
Norwich

**Chartered Accountants and Business Advisers**

Price Bailey LLP is a member of the UK 200 Group, an association of independent practising Chartered Accountants

Price Bailey LLP is registered by the Institute of Chartered Accountants in England and Wales to carry out company audit work

Financial services work is undertaken by PB Financial Planning Ltd, which is authorised and regulated by the Financial Services Authority

14 March 2006  
The Directors, All Star Minerals plc  
The Directors, St Helen's Capital plc



### **Responsibility**

Such financial statements are the responsibility of the Directors of the Company, who approved their issue.

The Directors of All Star Minerals plc are responsible for the contents of the Admission Document in which this report is included.

It is our responsibility to compile the financial information set out in our report from the financial statements, to form an opinion on the financial information and to report our opinion to you.

### **Basis of Opinion**

We conducted our work in accordance with the Statements of Investment Circular Reporting Standards issued by the Auditing Practices Board. Our work included an assessment of evidence relevant to the amounts and disclosures in the financial information. Our work also included an assessment of the significant estimates and judgements made by those responsible for the preparation of the financial statements underlying the financial information and whether the accounting policies are appropriate to the circumstances of All Star Minerals plc, consistently applied and adequately disclosed.

We planned and performed our work so as to obtain all the information and explanations which we considered necessary to provide us with sufficient evidence to give reasonable assurance that the financial information is free from material misstatement, whether caused by fraud, other irregularity or error.

### **Opinion**

In our opinion, the financial information gives, for the purposes of the Admission Document, a true and fair view of the state of affairs of All Star Minerals plc at the dates stated and of its results and cash flows for the periods then ended.

**Profit and loss account**

	Notes	2005 £	2004 £	2003 £
Administrative expenses		(2,129)	1,084	(4,015)
		- - - - -	- - - - -	- - - - -
<b>Operating (loss)/profit</b>	<b>2</b>	(2,129)	1,084	(4,015)
Other interest receivable and similar income	<b>3</b>	2	1	1
		- - - - -	- - - - -	- - - - -
<b>(Loss)/profit on ordinary activities before interest</b>		(2,127)	1,085	(4,014)
		- - - - -	- - - - -	- - - - -
<b>(Loss)/profit on ordinary activities before taxation</b>		(2,127)	1,085	(4,014)
Tax on loss on ordinary activities		-	-	-
		- - - - -	- - - - -	- - - - -
<b>(Loss)/profit on ordinary activities after taxation</b>	<b>6</b>	(2,127)	1,085	(4,014)
		- - - - -	- - - - -	- - - - -

The profit and loss account has been prepared on the basis that all operations are continuing operations.

There are no recognised gains and losses other than those passing through the profit and loss account.



14 March 2006  
The Directors, All Star Minerals plc  
The Directors, St Helen's Capital plc



## Balance sheet

		2005		2004		2003	
	Notes	£	£	£	£	£	£
<b>Current assets</b>							
Cash at bank and in hand		97		12		39	
<b>Creditors: amounts falling due within one year</b>	<b>4</b>	(9,001)		(6,789)		(7,901)	
		-----		-----		-----	
<b>Total assets less current liabilities</b>		(8,904)		(6,777)		(7,862)	
		-----		-----		-----	
<b>Capital and reserves</b>							
Called up share capital	<b>5</b>	300,000		300,000		300,000	
Profit and loss account	<b>6</b>	(308,904)		(306,777)		(307,862)	
		-----		-----		-----	
<b>Shareholders' funds - equity interests</b>	<b>7</b>	(8,904)		(6,777)		(7,862)	
		-----		-----		-----	

14 March 2006  
The Directors, All Star Minerals plc  
The Directors, St Helen's Capital plc



# **Cash flow statement**

	<b>2005</b>		<b>2004</b>		<b>2003</b>	
	£	£	£	£	£	£
<b>Net cash inflow/(outflow) from operating activities</b>		83		(28)		(552)
<b>Returns on investments and servicing of finance</b>						
Interest received	2		1		1	
	-----		-----		-----	
<b>Net cash inflow for returns on investments and servicing of finance</b>		2		1		1
	-----		-----		-----	
<b>Net cash inflow/(outflow) before management of liquid resources and financing</b>		85		(27)		(551)
	-----		-----		-----	
<b>Increase/(decrease) in cash in the year</b>		85		(27)		(551)
	-----		-----		-----	

## Notes to the cash flow statement

### 1 Reconciliation of operating loss to net cash outflow from operating activities

	2005 £	2004 £	2003 £
Operating (loss)/profit	(2,129)	1,084	(4,015)
(Decrease)/increase in creditors within one year	2,212	(1,112)	3,463
	-----	-----	-----
<b>Net cash inflow/(outflow) from operating activities</b>	<b>83</b>	<b>(28)</b>	<b>(552)</b>
	-----	-----	-----

2 Analysis of net funds	1 December £	Cash flow £	Other non-cash £	30 November £
Year ended 2003				
Net cash:				
Cash at bank and in hand	590	(551)	-	39
	-----	-----	-----	-----
Bank deposits	-	-	-	-
	-----	-----	-----	-----
Net funds	590	(551)	-	39
	-----	-----	-----	-----
Year ended 2004				
Net cash:				
Cash at bank and in hand	39	(27)	-	12
	-----	-----	-----	-----
Bank deposits	-	-	-	-
	-----	-----	-----	-----
Net funds	39	(27)	-	12
	-----	-----	-----	-----
Year ended 2005				
Net cash:				
Cash at bank and in hand	12	85	-	97
	-----	-----	-----	-----
Bank deposits	-	-	-	-
	-----	-----	-----	-----
Net funds	12	85	-	97
	-----	-----	-----	-----

14 March 2006  
The Directors, All Star Minerals plc  
The Directors, St Helen's Capital plc



**Notes to the cash flow statement (continued)**

<b>3 Reconciliation of net cash flow to movement in net funds/(debt)</b>	<b>2005</b>	<b>2004</b>	<b>2003</b>
	<b>£</b>	<b>£</b>	<b>£</b>
Increase/(decrease) in cash in the year	85	(27)	(551)
	-----	-----	-----
<b>Movement in net funds in the year</b>	85	(27)	(551)
Opening net funds	12	39	590
	-----	-----	-----
<b>Closing net funds</b>	97	12	39
	-----	-----	-----

## Notes to the financial statements

### 1 Accounting policies

#### 1.1 Accounting convention

The financial statements are prepared under the historical cost convention.

The company is dependent on continuing finance being made available by Dr R D Young and Mr B Rowan to enable it to meet its working capital requirements and liabilities as they fall due. The directors believe that it is therefore appropriate to prepare the accounts on the going concern basis.

#### 1.2 Deferred taxation

The accounting policy in respect of deferred tax reflects the requirements of Financial Reporting Standard 19 - Deferred tax. Deferred tax is provided in full in respect of taxation deferred by timing differences between the treatment of certain items for taxation and accounting purposes.

#### 1.3 Foreign currency translation

Monetary assets and liabilities denominated in foreign currencies are translated into sterling at the rates of exchange ruling at the balance sheet date. Transactions in foreign currencies are recorded at the rate ruling at the date of the transaction. All differences are taken to the profit and loss account.

2	Operating (loss)/profit	2005 £	2004 £	2003 £
	Operating (loss)/profit is stated after charging:			
	Auditors' remuneration	1,762	1,762	2,409
		-----	-----	-----

3	Investment income	2005 £	2004 £	2003 £
	Bank interest	2	1	1
		-----	-----	-----

4	Creditors: amounts falling due within one year	2005 £	2004 £	2003 £
	Trade creditors	-	-	4,362
	Directors' current accounts	7,501	5,289	2,039
	Accruals and deferred income	1,500	1,500	1,500
		-----	-----	-----
		9,001	6,789	7,901
		-----	-----	-----

14 March 2006

The Directors, All Star Minerals plc  
The Directors, St Helen's Capital plc



<b>5 Share capital</b>	<b>2005</b>	<b>2004</b>	<b>2003</b>
	<b>£</b>	<b>£</b>	<b>£</b>
<b>Authorised</b>			
200,000,000 ordinary shares of 1p each	2,000,000	2,000,000	2,000,000
	-----	-----	-----
<b>Allotted, called up and fully paid</b>			
30,000,000 ordinary shares of 1p each	300,000	300,000	300,000
	-----	-----	-----

On 28 September 2001 the company issued 58,000,000 options, each granted gives the holder the right to subscribe for 1 ordinary share at an exercise price of 3.5 pence for 3 years from the date of admission to Ofex.

<b>6 Statement of movements on reserves</b>	<b>2005</b>	<b>2004</b>	<b>2003</b>
<b>Profit &amp; loss account</b>			
Balance at 1 December	(306,777)	(307,862)	(303,848)
(Deficit)/retained profit for the year	(2,127)	1,085	(4,014)
	-----	-----	-----
Balance at 30 November	(308,904)	(306,777)	(307,862)
	-----	-----	-----

<b>7 Reconciliation of movements in shareholders' funds</b>	<b>2005</b>	<b>2004</b>	<b>2003</b>
	<b>£</b>	<b>£</b>	<b>£</b>
(Loss)/profit for the financial year	(2,127)	1,085	(4,014)
Opening shareholders' funds	(6,777)	(7,862)	(3,848)
	-----	-----	-----
Closing shareholders' funds	(8,904)	(6,777)	(7,862)
	-----	-----	-----

## **8 Employees**

### **Number of employees**

There were no employees during the year apart from the directors.

14 March 2006  
The Directors, All Star Minerals plc  
The Directors, St Helen's Capital plc



**9 Control**

The ultimate controlling party was that of Mr and Mrs B Rowan by virtue of their 80.33% shareholding.

**10 Post balance sheet events**

On 7 March 2006 the 58,000,000 share options referred to in note 5 were all cancelled by a written resolution of the option holders.

On 8 March 2006 the company granted 28,250,000 options to subscribe for Ordinary Shares in consideration for services provided and to be provided to the Company. These options can be exercised at a price of 1 pence per share up to 5 years from the date of grant.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'P. Bailey', written over a horizontal line.

Price Bailey LLP  
The Quorum  
Barnwell Road  
Cambridge  
CB5 8RE

## PART FIVE

### ADDITIONAL INFORMATION

#### 1. The Company

- 1.1 The Company was incorporated in England and Wales under the Companies Act 1985 on 5 June 2001 as a public limited company with registered number 4228788, under the name Estelar Resources plc. On 27 January 2006, the Company's name was changed to All Star Minerals plc. The liability of its members is limited.
- 1.2 The Company's registered office is at Richmond House, Broad Street, Ely, Cambridgeshire CB7 4AH.
- 1.3 By Special Resolution dated 7 March 2006, the Company adopted its present Articles of Association.

#### 2. Share Capital

- 2.1 On incorporation, the authorised share capital of the Company was £2,000,000 divided into 200,000,000 ordinary shares of £0.01 each of which 2 were issued to the subscribers to the Company's Memorandum and Articles of Association.
- 2.2 On 3 August 2001, 29,999,998 Ordinary Shares were issued for cash at par.
- 2.3 At the date of this document, the authorised and issued share capital of the Company is as follows:

	<i>Authorised</i>		<i>Issued (fully paid)</i>	
	<i>Number</i>	<i>Nominal value</i>	<i>Number</i>	<i>Nominal value</i>
Ordinary Shares of £0.01 each	200,000,000	£2,000,000	30,000,000	£300,000

- 2.4 On 28 September 2001 the Company granted 58,000,000 warrants to subscribe for new Ordinary Shares. These warrants were all cancelled by written resolution of the warrant holders on 7 March 2006.
- 2.5 On 8 March 2006 the Company granted 28,250,000 warrants to subscribe for Ordinary Shares in consideration for services provided and to be provided to the Company. These warrants can be exercised at a price of £0.01 per share for a period of five years from the date of issue. None of these warrants have received approval from the board of H.M. Revenue & Customs.
- 2.6 At an Extraordinary General Meeting of the Company on 7 March 2006, ordinary and special resolutions of the Company were passed whereby:
- 2.6.1 the Directors were unconditionally authorised pursuant to Section 80 of the Act to allot relevant securities (as defined in the Act) up to the amount of the authorised share capital of the Company at the date of the Extraordinary General Meeting at any time or times during the period of five years from 7 March 2006 and at any time thereafter pursuant to any offer or agreement made by the Company before the expiry of such authority;
- 2.6.2 pursuant to the Directors' authority to allot shares under section 80 of the Act (granted by the resolution referred to at paragraph 2.6.1 above) the Directors of the Company were empowered to allot equity securities (as defined for the purpose of section 95 of the Act) for cash as if section 95(1) of the Act did not apply to any such allotment provided that this power be limited to the allotment of equity securities having:
- (a) in the case of relevant shares (as defined for the purposes of section 95 of the Act) a nominal amount; or
- (b) in the case of other equity securities, giving the right to subscribe for or convert into relevant shares having a nominal amount,
- not exceeding £1,000,000 in aggregate. This power expires at the conclusion of the next annual general meeting of the Company after the passing of the resolution (save that the Company may before such expiry make an offer or agreement which would or might require securities to be allotted after such



expiry and the Directors may allot equity securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.

- 2.7 Assuming full subscription, immediately following the Offer and Admission, the authorised and issued share capital of the Company will be as follows:

	<i>Authorised</i>		<i>Issued (fully paid)</i>	
	<i>Number</i>	<i>Nominal value</i>	<i>Number</i>	<i>Nominal value</i>
Ordinary Shares of £0.01 each	200,000,000	£2,000,000	52,500,000	£525,000

- 2.8 The new Ordinary Shares will be issued in reliance on the authority and power referred to in paragraph 2.6 above.
- 2.9 On Admission the Ordinary Shares will rank *pari passu* in all respects.
- 2.10 The Company's Articles contain no provisions as to rights of pre-emption on either the transfer, issue or allotment of shares. The provisions of Section 89 of the Companies Act 1985 (which confer on shareholders rights of pre-emption in respect of the allotment of equity securities (within the meaning of Section 94(2) of the Act) which are, or are to be, paid up in cash (other than by way of allotment to employees under an employees' share scheme, as defined in section 743 of the Act)) will apply to the whole of the authorised but unissued share capital of the Company except to the extent disapplied by the resolution referred to in paragraph 2.6.2 above.

### 3. Directors

#### 3.1 *Interests in Ordinary Shares*

The interests of the Directors, their families and persons connected with such Directors (within the meaning of section 346 of the Act), in the share capital of the Company as at 14 March 2006 (being the latest practicable date prior to the publication of this document) are as follows:

##### *Ordinary Shares*

	<i>As at the date of this Document</i>		<i>Following Admission (assuming full subscription)</i>	
	<i>Number held</i>	<i>Percentage of issued share capital</i>	<i>Number held</i>	<i>Percentage of issued share capital</i>
R D Young*	5,900,000	19.67%	5,900,000	11.24%
C Windham	-	0%	-	0%
S Khan	-	0%	-	0%

\* Of the Ordinary Shares in which Robert Young is interested, 5,000,000 are beneficially owned by his wife, Judith Young.

##### *Warrants to subscribe for Ordinary Shares*

	<i>As at the date of this Document</i>	<i>Following Admission</i>
	<i>Number held</i>	<i>Number held</i>
R D Young	5,900,000	5,900,000
C Windham	2,000,000	2,000,000
S Khan	1,000,000	1,000,000

\* Of the Warrants in which Robert Young is interested, 2,950,000 are beneficially owned by his wife, Judith Young.

- 3.2 Save as disclosed above in the notes, the interests of the Directors and their respective families and persons connected with them set out in paragraph 3.1 are all beneficially held.

3.3 *Directorships*

The Directors currently hold the following directorships and have held the following directorships within the five years prior to the publication of this document:

<i>Director</i>	<i>Current directorships</i>	<i>Previous directorships</i>
<b>R D Young</b>	Agricola Resources plc Beowulf Mining plc Lisungwe plc	Angus & Ross plc Heritage Petroleum plc Orvana (Sweden) AB
<b>C Windham</b>	-	-
<b>S Khan</b>	Al Nasr Europe Limited Zarsal Limited	Mincap Partners Limited OGM Capital Limited Powergreen Energy Limited

None of the Directors has been a partner of any partnership in the five years prior to the publication of this document.

3.4 *Receiverships and liquidations*

At the date of this document none of the Directors has:

- (a) any unspent convictions in relation to fraudulent offences;
- (b) been declared bankrupt or entered into an individual voluntary arrangement;
- (c) been a director or partner of any company or partnership at the time or within 12 months preceding any receivership, compulsory liquidation, creditors voluntary liquidation, administration, company or partnership voluntary arrangement or any composition or arrangement with that company's creditors generally or with any class of its creditors;
- (d) been subject to any public incrimination or sanction by any statutory or regulatory authority (including any designated professional body) or has ever been disqualified by a court from acting as a director of a company or from acting in the management or conduct of the affairs of any company.

3.5 *Directors' service agreements and letters of appointment*

- (a) Pursuant to an agreement dated 14 March 2006, Robert Young was appointed executive Chairman with an annual salary of £35,000 payable monthly in arrears. The appointment may be terminated without penalty, termination payment or similar, by six months' written notice by either party. Dr Young is required to devote a minimum of 30 hours per week to carry out the functions of executive Chairman.
- (b) Pursuant to an agreement dated 14 March 2006, Conrad Windham was appointed Chief Operations Officer with an annual salary of £20,000 payable monthly in arrears. The appointment may be terminated without penalty, termination payment or similar, by six months' written notice by either party. Mr Windham is required to devote a minimum of 25 hours per week to carry out the functions of Chief Operations Officer.
- (c) Pursuant to an agreement dated 14 March 2006, Shahrukh Khan agreed to act as a non-executive director of the Company for an annual fee of £15,000 payable monthly in arrears. The appointment may be terminated without penalty, termination payment or similar, by six months' written notice by either party.

The Directors are each subject to provisions which protect the Company's confidential information and intellectual property.

Save as set out in this paragraph 3.5 and in paragraph 10 (Material contracts) there are no existing or proposed agreements between the directors and the Company.

### 3.6 *Estimate of remuneration*

No remuneration was paid and no benefits in kind were granted to the Directors by the Company during the financial year ended 30 November 2005. The aggregate of the remuneration payable and benefits in kind to be granted by the Company to the Directors for the financial period ending 30 November 2006 is estimated to be approximately £60,839.

### 3.7 *Loans*

No loan has been made by the Company to any Director and no guarantee has been provided by the Company in respect of any liabilities of or otherwise for the benefit of any Director.

## 4. **Substantial shareholders**

Other than the holdings of the Directors, which are set out in paragraph 3 above, the Directors are aware of the following which, as at the date of this Offer Document, are directly or indirectly interested in 3% or more of the Company's share capital:

### *Ordinary Shares*

	<i>At the date of this Document</i>		<i>Following Admission (assuming full subscription)</i>	
	<i>Number of Ordinary Shares</i>	<i>Percentage of issued share capital</i>	<i>Number of Ordinary Shares</i>	<i>Percentage of issued share capital</i>
Carole Rowan	19,100,000	63.67%	19,100,000	36.38%
Beowulf Mining plc	5,000,000	16.67%	5,000,000	9.52%

### *Warrants to subscribe for Ordinary Shares*

	<i>As at the date of this Document</i>	<i>Following Admission</i>
	<i>Number held</i>	<i>Number held</i>
Carole Rowan	19,100,000	19,100,000

Mrs Rowan holds 63.67% of the Company's issued share capital for the purposes of Rule 9 of the City Code on Takeovers and Mergers. Accordingly, for so long as her shareholding, when aggregated with the shareholdings of any persons who, together with Mrs Rowan, are deemed to be a 'concert party' for the purposes of Rule 9 of the City Code on Takeovers and Mergers, exceeds 30%, Mrs Rowan will be unable to exercise any of the warrants held by her without triggering an obligation to make an offer for the balance of the Company.

## 5. **Memorandum of Association**

The Memorandum of Association of the Company provides that the Company's principal object is to carry on business as a general commercial company. The objects of the Company are set out in full in Clause 4 of the Memorandum of Association.

## 6. **Articles of Association**

The Articles of Association of the Company (the "Articles") include provisions to the following effect:

### 6.1 *Voting Rights*

At general meetings of the Company, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative who is not himself a member entitled to vote, shall have one vote and on a poll every member present in person or by proxy or (being a corporation) by duly authorised representative shall have one vote for every share held by him.

No member shall, unless the Directors otherwise determine, be entitled to vote if any call or other sum presently payable by him/her to the Company in respect of their shares remains unpaid.

No member shall, unless the Board otherwise determines, be entitled to vote in respect of any share held by them if they have been served with a notice under Section 212 of the Act in respect of that share and have failed to provide the information requested in the notice within 14 days of service.

## 6.2 *Variation of Rights*

Subject to the provisions of the Act, if the capital of the Company is divided into different classes of shares, the rights attached to any class may be varied, either whilst the Company is a going concern or during or in contemplation of a winding up either (a) in such manner as may be provided by such rights or (b) in the absence of any such provision with the written consent of the holders of three quarters in nominal value of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of shares of that class.

Any meeting for the purposes referred to above should be convened and conducted in all respects as nearly as possible in the same way as an extraordinary general meeting. Votes shall only be given in respect of shares of that class and at any such meeting other than an adjourned meeting the quorum shall be two persons holding or representing by proxy at least one-third of the issued shares of the class.

## 6.3 *Transfer of Shares*

Any member may transfer all or any of his shares. Save where any rules or regulations made under the Act permit otherwise, the instrument of transfer of a share shall be in any usual form or in any other form which the Board may approve and shall be executed by or on behalf of the transferor and (in the case of a share which is not fully paid) by the transferee. The Board may in its absolute discretion and without giving any reason decline to register any transfer of shares that are not fully paid or on which the Company has a lien. The provisions of the Articles of Association apply equally to uncertificated shares transferred under CREST as they do to certificated shares of the Company.

The Board may decline to register any instrument of transfer unless the duly stamped instrument of transfer:

- 6.3.1 is lodged at the registered office or such other place as the Board may appoint;
- 6.3.2 is accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
- 6.3.3 is in respect of only one class of share; and
- 6.3.4 in the case of a transfer to joint holders, the number of joint holders does not exceed four.

## 6.4 *Return of capital on a winding up*

On a winding up, the liquidator may, with the sanction of an extraordinary resolution and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and/or vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as the liquidator determines.

## 6.5 *Pre-emption*

Subject to the provisions of the Act and without prejudice to any rights attached to existing 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 Directors may determine. Subject to the Act, any share may be issued which is, or is liable to be, redeemed at the option of the Company or the holder in accordance with the Articles. Subject to the Act and to the Articles, the unissued shares shall be at the disposal of the Board which may allot, offer, grant options over or otherwise dispose of them to such persons and on such terms as it thinks fit.

## 6.6 *Alteration of Share Capital*

- 6.6.1 The Company may from time to time by ordinary resolution (a) increase its capital as the resolution shall prescribe; (b) consolidate and divide all or any of its shares into shares of larger amount; (c) sub-divide all or any of its shares into shares of smaller amount; (d) attach varying rights to the shares resulting from such sub-division; and (e) cancel any shares that 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.
- 6.6.2 The Company may by special resolution reduce its share capital, any capital redemption reserve fund and any share premium account subject to the provisions of the Act.

## 6.7 *Redemption*

Subject to the provisions of the Act, the Company may purchase its own shares (including redeemable shares).

## 6.8 *Borrowing Powers*

The Board may exercise all powers of the Company to borrow money and to mortgage or charge its undertaking, property, assets (present and future) and uncalled capital, and, subject to the provisions of the Act, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

## 6.9 *Dividends and other distributions*

Subject to the provisions of the Act, 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. The Board may pay interim dividends if it appears that they are justified by the financial position of the Company.

All dividends shall be apportioned and paid pro-rata to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid.

Any dividend unclaimed after a period of twelve years from the date on which it became due for payment shall be forfeited and shall revert to the Company.

The Board may, if authorised by an ordinary resolution of the Company, offer members the right to elect to receive shares credited as fully paid up instead of cash, in respect of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution.

## 6.10 *Directors*

- 6.10.1 At every annual general meeting of the Company as near as possible (but not exceeding) one third of the Directors for the time being shall retire by rotation and be eligible for re-election. The Directors to retire will be those who have been longest in office or, in the case of those who became Directors on the same day, shall, unless they otherwise agree, be determined by lot.
- 6.10.2 Any Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract or any other arrangement or proposed arrangement with the Company shall declare the nature and extent of his interests.
- 6.10.3 The ordinary remuneration of Directors who do not hold executive office for their services (excluding amounts payable under any other provision of the Articles) shall not exceed £150,000 per annum or such other amount as the Company may from time to time by ordinary resolution determine. Subject thereto, such remuneration (which shall be deemed to accrue from day to day) shall be divided between the Directors as they shall determine or, failing such determination, equally. The Directors shall be entitled to all such expenses as they may properly incur in attending meetings of the Board or in the discharge of their duties as Directors. Any Director who by request of the Board performs special services may be paid such extra remuneration (whether by way of fixed sum, commission, participation in profits or otherwise) as the Board may determine.
- 6.10.4 Unless otherwise determined by ordinary resolution of the Company, the number of Directors shall not be subject to any maximum but shall not be less than two. A Director shall not be required to hold any shares in the Company by way of qualification.

6.11 *Overseas Members*

A member who (having no registered address in the UK) has not supplied to the Company an address for the service of notice shall not be entitled to receive notices from the Company.

6.12 *CREST*

The Articles are consistent with CREST membership and, inter alia, allow for the holding and transfer of securities of the Company in uncertificated form. Application has been made for the admission of the Ordinary Shares into CREST with effect from Admission.

**7. Working capital**

The Directors are of the opinion that, having made due and careful enquiry, the working capital available to the Company, taking into account the Minimum Subscription receivable by the Company under the Offer, is sufficient for its present requirements, that is for at least the twelve months from the date of Admission.

**8. Litigation**

There are no governmental, legal or arbitration proceedings active, pending or threatened against, or being brought by, the Company which are having or may have a significant effect on the financial position of the Company.

**9. Taxation**

The following paragraphs include advice received by the Directors on the current tax position of shareholders who are resident or ordinarily resident in the UK for tax purposes and holding Ordinary Shares beneficially as investments. The statements below are intended only as a general guide and do not constitute advice to any shareholder on his personal tax position and may not apply to certain classes of investor who may be subject to special rules (such as dealers in securities, insurance companies, charities, collective investment schemes or pension providers). The comments are based on current legislation and H.M. Revenue & Customs practice. Any investor who is in doubt as to his tax position or who is subject to taxation in a jurisdiction other than the UK, should consult his or her own professional adviser.

9.1 *Taxation of dividends*

The Company will not be required to withhold tax at source when paying a dividend.

An individual shareholder who is resident in the UK for tax purposes and who receives a dividend from the Company will generally be entitled to a tax credit which he may set off against his total income tax liability on the dividend. The tax credit will be equal to 10 per cent. of the aggregate of the dividend and the tax credit (the "gross dividend"), which is also equal to one-ninth of the cash dividend received. A UK resident individual shareholder who is liable to income tax at the starting or basic rate will be subject to tax on the dividend at the rate of 10 per cent. of the gross dividend, so that the tax credit will satisfy in full any such shareholder's liability to income tax on the dividend. A UK resident individual shareholder who is liable to income tax at the higher rate will be liable to tax on the gross dividend at the rate of 32.5 per cent. After taking into account the 10 per cent. tax credit, such an individual will have to account for additional tax equal to 22.5 per cent. of the gross dividend (which is also equal to 25 per cent. of the cash dividend received).

UK resident taxpayers who are not liable to UK tax on dividends, including pension funds and charities, will not be entitled to claim repayment of the tax credit attaching to dividends paid by the Company.

Subject to certain exceptions, a shareholder which is a company resident for tax purposes in the UK and which receives a dividend paid by another company resident for tax purposes in the UK will not generally have to pay corporation tax in respect of it. Such shareholders will not be able to claim repayment of tax credits attaching to dividends.

Persons who are not resident in the UK should consult their own tax advisers concerning their tax liabilities on dividends received from the Company and on whether they can benefit from all or part of any tax credit in the jurisdiction in which they are resident.

9.2 *Taxation of chargeable gains*

If a shareholder disposes of any or all of his Ordinary Shares in the Company he may incur a liability to tax on chargeable gains depending upon the shareholder's particular circumstances. Individuals, personal representatives and trustees may be entitled to taper relief which will serve to reduce the chargeable gain. Companies are not entitled to taper relief but are due indexation allowance which may also reduce the chargeable gain.

### 9.3 *Stamp duty and stamp duty reserve tax*

Generally no stamp duty or stamp duty reserve tax will be payable on the issue of Ordinary Shares in the Company. Any subsequent transfer or sale of Ordinary Shares will generally give rise to a liability on the purchaser to ad valorem stamp duty currently at a rate equivalent to £5 for every £1,000 (or part thereof) of the consideration paid. A conditional agreement to transfer Ordinary Shares will be subject to SDRT at the rate of 0.5 per cent. of the consideration paid. However, when an instrument of transfer is executed and duly stamped before the expiry of a period of six years beginning with the date of any such agreement, a claim can normally be made to cancel or obtain payment of the SDRT liability. Special rules apply to agreements made by market makers in the ordinary course of their business, broker-dealers and certain other persons.

## 10. **Material Contracts**

The Company has entered into the following contracts which are or may be material:

- 10.1 By a letter agreement between St Helen's Capital plc ("St Helen's Capital") and the Company dated 9 February 2006, the Company has engaged St Helen's Capital to provide corporate finance services (including assistance in the preparation of this Offer Document and in making the application for Admission). The following sums are payable by the Company under the agreement:

- 10.1.1 upon Admission, a fee of £10,000 +VAT;
- 10.1.2 £10,000 +VAT per annum, payable quarterly in advance, for retaining the services of St Helen's Capital's services as corporate adviser following Admission;
- 10.1.3 a commission fee of 5% on any money raised pursuant to the Offer for funds effected through St Helen's Capital's introduction; and
- 10.1.4 warrants to subscribe for 450,000 Ordinary Shares, exercisable at £0.01 per Ordinary Share for a period of five years from Admission.

The agreement contains certain undertakings and indemnities given by the Company in respect of, *inter alia*, compliance with all applicable laws and regulations. The agreement continues for a fixed period of one year from the date of the agreement and thereafter is subject to termination by either party on the giving of three months' notice.

- 10.2 Each of Conrad Windham and Shahrukh Khan will receive a cash commission of 5% on any money raised pursuant to the Offer for funds effected through their introduction. Any commission payable to Conrad Windham will be paid as a bonus through the Company's payroll and the Company will be liable for employer's national insurance contributions at 12.8% on the bonus paid.
- 10.3 The Directors and Judith Young have undertaken (in accordance with Rule 10 of the Ofex Rules) to the Company not to dispose of any interest in the securities held by them for a period of one year from Admission. Further, they have also undertaken not to dispose of any interest in the securities held by them during the second year following Admission without first consulting with the Company's Corporate Advisers.
- 10.4 By warrant agreements dated 8 March 2006, the Company issued an aggregate of 28,250,000 warrants to subscribe for Ordinary Shares (including the warrants referred to in paragraphs 3.1 and 4 of this Part Five. All warrants are non-transferable and are exercisable at £0.01 per Ordinary Share at any time during the period of five years from the date of issue.

## 11. **General**

- 11.1 Save as disclosed in this document, no significant changes in trading or the financial position of the Company have occurred since 30 November 2005, being the date to which the financial information contained in the Accountant's Report in Part Four have been prepared.

- 11.2 Save as disclosed in this document, no person, (excluding professional advisers otherwise disclosed in this document and trade suppliers) has (a) received, directly or indirectly from the Company within the 12 months preceding the date of this document or (b) entered into contractual arrangements (not otherwise disclosed in this document) to receive, directly or indirectly, from the Company on or after Admission any of:
- 11.2.1 fees totalling £10,000 or more;
  - 11.2.2 securities in the Company with a value of £10,000 or more; or
  - 11.2.3 any other benefit with a value of £10,000 or more.
- 11.3 On the basis that the Offer is fully subscribed, the total costs and expenses of or incidental to the Offer (including commissions) and Admission which are payable by the Company are estimated to amount to £56,390 (exclusive of value added tax, where applicable).
- 11.4 The Minimum Subscription receivable by the Company under the Offer represents the minimum amount which, in the opinion of the Directors, must be raised under the Offer to fund the expenses of the Offer and to satisfy the Company's working capital requirements. Of the Minimum Subscription, £56,390 will be used to fund the expenses of the Offer payable by the Company, as referred to in paragraph 11.3 above, and the remainder will be used to provide additional working capital for the Company.
- 11.5 Share certificates in respect of the Offer Shares are expected to be dispatched by 6 April 2006.
- 11.6 It is expected that if exploration work on licences acquired by the Company is unsuccessful, this expenditure will be written off. To this extent it is likely that All Star Minerals plc will experience some diminution of assets in respect of such written off expenditure. All Star Minerals plc is a public limited company and will be required to comply with section 142 of the Companies Act 1985 which obliges a public company to call an extraordinary general meeting in the event that net assets are reduced to less than half of its called-up share capital.
- 11.7 The financial information contained in this document concerning the Company does not constitute statutory individual accounts within the meaning of Section 240(5) of the Act.
- 11.8 The Offer Shares are not being marketed or made available to the public other than pursuant to the terms of the Offer.
- 11.9 The Offer will not go ahead unless the Minimum Subscription of £360,000 is raised and the Company's application for Admission.
- 11.10 Each of the Directors is, or may be deemed to be, a promoter of the Company. Except as defined in this document, no cash, securities or other benefits have been paid or given to any promoter or any other persons since the Company's incorporation or are proposed to be given.
- 11.11 The Company has no investments.
- 11.12 The accounting reference date of the Company is 30 November.

## **12. Consent**

- 12.1 Price Bailey LLP has given and has not withdrawn its written consent to the inclusion of its letter and report set out in Part Four and the references to that letter and report and to its name in the form and context in which such references are included.
- 12.2 Harvey Ingram LLP has given and has not withdrawn its written consent to the issue of this document with the inclusion herein of its name in the form and context in which such reference are included.
- 12.3 St Helen's Capital plc has given and has not withdrawn its written consent to the issue of this document with the inclusion herein of its name in the form and context in which such references are included.



**13. Documents available for inspection**

Copies of the following documents will be available for inspection at the offices of St Helen's Capital plc at 15 St Helen's Place, London EC3A 6DE during usual business hours on any weekday (except for public holidays) for a period of 14 days from the date of this document:

- 13.1 the Memorandum and Articles of Association of the Company;
- 13.2 the Accountant's Report reproduced in Part Four of this document;
- 13.3 the material contracts referred to in paragraph 10 above; and
- 13.4 the letters of consent referred to in paragraph 12 above.

**13. Availability of this document**

Copies of this document will be available during normal business hours on any weekday (except for public holidays) free of charge from the offices of St Helen's Capital plc, at 15 St Helen's Place, London EC3A 6DE, whilst the Offer remains open for acceptance and for a period of one month from the date of Admission.

## PART SIX

### TERMS AND CONDITIONS AND PROCEDURE FOR APPLICATION

**Terms and expressions used in the Application Form shall have the same meanings set out in the Offer Document unless the context requires otherwise.**

1. The acceptance and the basis of allocation of Ordinary Shares is in the absolute discretion of the Directors and they have reserved the right to reject in whole or in part or to scale down any application. If any application is not accepted or is accepted for less than the number of Ordinary Shares applied for, the application monies or the balance thereof (as the case may be) will be returned without interest by sending the applicant's cheque or banker's draft or a crossed cheque in favour of the first-named applicant, in each case by post or by hand and at the risk of the person entitled thereto, to the address of the first-named applicant as soon as practicable.
2. It is a condition of the Offer that the Company's application for the Ordinary Shares to be traded through Ofex is accepted by Ofex plc by 3 April 2006 or such other date, not in any event being later than 3 May 2006, as the Directors (in their sole discretion) may resolve.
3. It is a term of the Offer that applications will be subject to all money laundering legislation applicable to the Company.

For UK applications this may involve verification of names and addresses through a reputable agency. For non-UK applicants verification of identity may be sought from the applicant's brokers or from another reputable institution or financial adviser in the applicant's country of residence. If satisfactory evidence of identity has not been obtained within a reasonable period of time, then the transaction shall not proceed any further and the application monies (without interest) will be returned.

4. The Company may disclose or permit disclosure of any information arising in connection with any transaction to any relevant authority or as required by such authority (whether or not pursuant to compulsion of law) and the Company shall not be under any liability for any disclosure made in good faith, believing it to be in accordance with any such requirements. By signing the application form you give your consent to any disclosure by the Company for the purpose of Section 8 of the Data Protection Act, 1988 as amended by the Data Protection (Amendment) Act, 2003.
5. Applications will not be accepted from persons resident in the United States of America, Canada, Australia, South Africa or Japan. Applicants in other jurisdictions should satisfy themselves that an application would not contravene any local securities laws or regulations and should ensure that they are not, due to citizenship or otherwise, subject to non-UK securities laws or regulations. The Company reserves the right to request applicants to produce evidence satisfactory to them of their right to apply for Offer Shares and that such application would not result in the Company, its advisers or the Directors being in breach of any securities laws or regulations of the relevant jurisdiction.
6. Cheques, which must be drawn on a personal account where you have sole or joint title to the funds, should be made payable to Capita IRG Plc A/C "All Star Minerals plc". Third party cheques, other than building society cheques or bankers' drafts, where the Society or Bank has confirmed that you have title to the underlying funds, will not be accepted. Payments must be made by cheque or bankers' draft in pounds sterling drawn on a branch in the United Kingdom of a bank or building society which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques to be cleared through the facilities provided for the members of any of those companies and must bear the appropriate sort code in the top right-hand corner. Cheques may be cashed immediately upon receipt. Post-dated cheques will not be accepted.
7. By completing and delivering the Application Form, the applicant:
  - (a) warrants that the enclosed cheque or banker's draft will be honoured on first presentation and agrees that if such cheque or banker's draft is not so honoured he/she will not be entitled to receive a share certificate for any new Ordinary Shares unless and until he/she makes payment in cleared funds for such new Ordinary Shares and such payment is accepted by the Company in its absolute discretion (which acceptance may be on the basis that he/she indemnifies the Company against all costs, damages, losses,

expenses and liabilities arising out of, or in connection with the failure of, the applicant's remittance to be honoured on the first presentation);

- (b) understands that an application to invest in the Company shall be deemed to be an offer up to the value of the application and that such offer shall be deemed to take effect on dispatch by post of the Application Form;
  - (c) confirms that the applicant is not relying on any information or representation in relation to the Company other than that contained in the Offer Document and agrees that neither the Company nor any person responsible for the Offer Document or any part of it shall have any liability for any information or representation not so contained;
  - (d) hereby authorises the Company to send a cheque for any monies returnable, without interest, to the applicant by post at his/her risk to the address first given overleaf;
  - (e) agrees that the application is irrevocable and in the case of joint applications that the liability is joint and several;
  - (f) agrees that if the applicant has signed the Application Form on behalf of any other person, he/she has due authority to do so and that such other person will be bound accordingly and be deemed to have given the confirmations, warranties and undertakings contained herein;
  - (g) warrants that the applicant is not, and is not applying on behalf of a person who is, under the age of 18;
  - (h) warrants and declares that neither the completion and return of the Application Form by the applicant nor the allotment of shares to the applicant will result in the applicant, the Company, its advisers or directors being in breach of the laws of any country;
  - (i) agrees that this Application Form shall be construed in accordance with and governed by the law of England and Wales.
8. By submitting an Application Form applicants will be deemed to have read, understood and agreed to the terms and conditions contained in the Offer Document and the Application Form, including the risk factors set out in Part Three of the Offer Document, and to have taken all appropriate professional advice which they consider necessary before submitting this application and will be deemed to be aware of the special risks involved in participating in an investment of this nature and to understand that their application is made upon the terms of the Offer Document and the Application Form.
9. In relation to the transactions set out in the Offer Document, the advisers of the Company mentioned therein are acting for the Company and accordingly, they will not be responsible to applicants for advising them on any transaction described herein or for ensuring that such transaction is suitable for them and do not assume any duty of care towards any applicant (nor any other party).

Dated: 15 March 2006

## APPLICATION FORM

### Application for Ordinary Shares of £0.01 each at a price of £0.02 per share pursuant to the Offer

To: The Directors  
All Star Minerals plc

Dear Sirs

#### Offer

I/We irrevocably offer to subscribe for the number of Offer Shares specified in Box (i) below in the capital of All Star Minerals plc and hereby undertake and agree to accept the same or any lesser number of shares in respect of which this application may be accepted, subject to the Memorandum and Articles of Association of All Star Minerals plc, the Offer Document dated 15 March 2006 and the terms and conditions set out in the Offer Document. In particular I/we confirm that I/we have read and accept the terms and conditions set out in Part Six of the Offer Document.

I/We enclose a **cheque/banker's draft made payable to "Capita IRG Plc a/c All Star Minerals plc" and crossed "Account Payee" drawn on a bank or building society account in the United Kingdom** for the sum specified in Box (ii) below, being the full amount payable on application at £0.02 per new Ordinary Share.

(i)	Number of Offer Shares applied for at £0.02 per new Ordinary Share ( <i>Minimum subscription, 50,000 Offer Shares (£1,000) – thereafter in multiples of 25,000 Offer Shares (£500)</i> )	
(ii)	Amount of cheque or banker's draft	£

I/We hereby request and authorise you to send a definitive share certificate in respect of the new Ordinary Shares allotted to me/us and/or a cheque for any monies returnable to me/us by post at my/our risk to the address of the sole or first named applicant.

(iii)	<b>First-named applicant</b>  1. Signature _____ Date _____ 2006 Forenames(s) _____ (Mr/Mrs/Ms/Title) Surname _____ Address _____ _____ Postcode _____	<b>Second-named applicant</b>  2. Signature _____ Date _____ 2006 Forenames(s) _____ (Mr/Mrs/Ms/Title) Surname _____ Address _____ _____ Postcode _____
	<b>Third-named applicant</b>  3. Signature _____ Date _____ 2006 Forenames(s) _____ (Mr/Mrs/Ms/Title) Surname _____ Address _____ _____ Postcode _____	<b>Fourth-named applicant</b>  4. Signature _____ Date _____ 2006 Forenames(s) _____ (Mr/Mrs/Ms/Title) Surname _____ Address _____ _____ Postcode _____
	<b>TO BE COMPLETED IN BLOCK CAPITALS. IN CASE OF QUERY PLEASE STATE YOUR DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE)</b> _____	

(iv) Please pin  
cheque or banker's  
draft here

**YOU ARE ADVISED NOT TO COMPLETE AND LODGE THIS APPLICATION FORM UNTIL YOU HAVE READ THE OFFER DOCUMENT DATED 15 MARCH 2006.**

**PLEASE SIGN, DATE AND RETURN THE COMPLETED FORM, TOGETHER WITH YOUR CHEQUE/BANKER'S DRAFT IN POUNDS STERLING DRAWN ON A BANK OR BUILDING SOCIETY ACCOUNT IN THE UNITED KINGDOM TO:**

**CAPITA REGISTRARS  
CORPORATE ACTIONS  
PO BOX 166  
THE REGISTRY  
34 BECKENHAM ROAD  
BECKENHAM  
KENT  
BR3 4TH**

**APPLICATIONS MUST BE RECEIVED BY 3 APRIL 2006.**

**Notes**

- 1. If any applicant or registered holder is a corporation, please insert the name of the corporation (in the 'Surname' box) and the address.**
- 2. The signature on behalf of a corporation should be that of a duly authorised official who should state his representative capacity. If this form is signed by an attorney, the power of attorney must accompany this form.**

Company number: 04228788

---

ARTICLES OF ASSOCIATION  
OF  
ALL STAR MINERALS PLC

---



Spearing | Waite LLP

## **Articles of Association**

**of**

### **All Star Minerals plc**

(Adopted by Special Resolution passed on 16 June 2008

Amended by Special Resolutions passed on 19 February 2009, 9 July 2010 and 7 February 2014)

#### **Preliminary**

- 1** The Company's name is All Star Minerals Plc<sup>1</sup>
- 2** The Company is to be a public company
- 3** The Company's registered office is to be situate in England
- 4** The Company's objects are
  - 4.1** To carry on business as a general commercial company
  - 4.2** Without prejudice to the generality of the foregoing object and the powers of the Company derived from Section 3(A) Companies Act 1985 the Company has power to do all or any of the following
    - 4.2.1** To acquire and hold controlling and other interests in the shares or loan capital of any company or companies and to provide financial, managerial and administrative advice, services and assistance for any company in which this company is interested, and for any other company
    - 4.2.2** To carry on any other business which in the opinion of the Directors of the Company may seem capable of being conveniently carried on in connection with or as ancillary to any of the above businesses or to be calculated directly or indirectly to enhance the value of or render profitable any property of the Company or to further any of its objects
    - 4.2.3** To purchase, take on lease, exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business
    - 4.2.4** To apply for, purchase or otherwise acquire any designs, trade marks, patents, licences, concessions and the like, conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem capable of being used for any of the

---

<sup>1</sup> Name changed from Estelar Resources plc on 27 January 2006

purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop and grant licences in respect of, or otherwise turn to account any rights and information so acquired

- 4.2 5 To purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks or securities of any other company
- 4.2 6 To purchase or otherwise acquire all or any part of the business, property and liabilities of (i) any company carrying on any business within the objects of the Company or (ii) any person or firm carrying on any business within the said objects, and to conduct and carry on, or liquidate and wind up, any such business
- 4.2 7 To issue, place, underwrite, or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, notes, debentures, debenture stock, bonds, stocks and securities of any company at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon
- 4.2 8 To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue or deposit of notes, debentures or debenture stock (whether perpetual or not) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital
- 4.2 9 To guarantee, support or secure and to stand give guarantees or indemnities for the performance of all or any of the obligations of any person, firm or company whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, or by both such methods, and in particular, but without limiting the generality of the foregoing, to guarantee, support or secure and to stand surety or give guarantees or indemnities for whether by personal covenant or by any mortgage, charge or lien or by both such methods the performance of all or any of the obligations (including the repayment or payment of the principal and premium of and interest on any securities) of any company which is for the time being the Company's holding company (as defined by Section 736 of the Companies Act 1985) or another subsidiary (as defined by the said Section) of any such holding company
- 4.2 10 To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments and securities (including land of any tenure in any part of the world) and in such manner as may from time to time be considered expedient and to dispose of or vary any such investments or securities
- 4.2 11 To lend money or give credit to such persons, firms or companies and on such terms as may be considered expedient and to receive money on deposit or loan from any person, firm or company



- 4.2.12** To enter into any arrangement with any government or other authority, international, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges which the Company may consider conducive to the Company's objects or any of them
- 4.2.13** To take all necessary and proper steps in Parliament or with any government or authority, international, supreme, municipal, local or otherwise for the purpose of carrying out, extending or varying the objects and powers of the Company, or altering its constitution, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- 4.2.14** To enter into partnership or into any arrangements for joint working in business or for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company
- 4.2.15** To grant pensions, allowances, gratuities and bonuses to the officers, ex-officers (including Directors and ex-Directors), employees or ex-employees of the Company or of any subsidiary, allied or associated company or of the predecessors in business of all or any of them or the families, dependants or connections of such persons, and to make payments towards insurance and to establish and support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit such persons
- 4.2.16** To subscribe or guarantee money for charitable, benevolent or political objects or for any exhibition or for any useful object of a public or general nature
- 4.2.17** To undertake and execute any trusts the undertaking whereof may seem desirable, and either gratuitously or otherwise
- 4.2.18** To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient
- 4.2.19** To promote, finance or assist any other company for the purpose of acquiring all or any part of the property rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company
- 4.2.20** To remunerate in such manner as may be thought expedient any person, firm or company rendering services to the Company or in or about its formation or promotion
- 4.2.21** To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, scrip, warrants and other transferable or negotiable instruments
- 4.2.22** Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act 1985 (if and so far as

such provision shall be applicable) to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the said Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the said Act

- 4.2.23 To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposition of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made without the sanction (if any) for the time being required by law
- 4.2.24 To procure the Company to be registered in any country or place outside Great Britain
- 4.2.25 To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, sub-contractors, trustees or otherwise
- 4.2.26 To do all such things as may be deemed incidental or conducive to the attainment of the above objects or any of them
- 4.2.27 To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, or which the Company shall consider to be in the nature of preliminary expenses including therein the costs of advertising, commissions for underwriting, brokerage, printing and stationery, and the legal and other expenses of the promoters

It is hereby declared that where the context so admits the word "company" in this clause 4 shall be deemed to include any partnership or other body of persons whether or not incorporated and whether domiciled in the United Kingdom or elsewhere and, if incorporated, whether or not a company within the meaning of the Companies Act 1985 and that the objects specified in each of the sub-clauses of this clause shall be given the widest interpretation and shall be regarded as independent objects and accordingly shall not in any way be limited or restricted (except where otherwise expressed therein) by reference to or inference from the object or objects set forth in, or the terms of, any other sub-clause or the name of the Company but may be carried out in as full and ample a manner and construed in as wide a sense as if each defined the objects of a separate and distinct company

- 5 The liability of the Members is limited
- 6 The shares in the original or any increased capital of the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time determine Subject to the provisions of Section 127 of the Companies Act 1985, the rights and privileges attached to any of the shares of the Company may be modified, varied, abrogated or dealt with in accordance with the provisions for the time being of the Company's Articles of Association

## **Definitions and interpretation**

### **1**

**1.1** In these articles the following words bear the following meanings

<b>"the 1985 Act"</b>	means, subject to paragraph 1 4 of this article, the Companies Act 1985,
<b>"the 2006 Act"</b>	means, subject to paragraph 1 4 of this article, the Companies Act 2006,
<b>"address"</b>	in relation to electronic communications, includes any number or address used for the purposes of such communications,
<b>"these articles"</b>	means these articles of association in their present form or as from time to time altered,
<b>"clear days"</b>	means, in relation to the period of a 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,
<b>"communication"</b>	means the same as in the Electronic Communications Act 2000,
<b>"the Companies Acts"</b>	means the Companies Acts (as defined in section 2 of the 2006 Act),
<b>"Daily Official List"</b>	means the Daily Official List of the Stock Exchange,
<b>"electronic communication"</b>	means the same as in the Electronic Communications Act 2000,
<b>"executed"</b>	means any mode of execution,
<b>"holder"</b>	means, in relation to any shares, the member whose name is entered in the register of members as the holder of such shares,
<b>"the Stock Exchange"</b>	means London Stock Exchange plc,
<b>"Office"</b>	means the registered office of the company,
<b>"recognised person"</b>	means a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange who is designated as mentioned in section 778 of the 2006 Act,
<b>"the seal"</b>	means the common seal (if any) of the company and an official seal (if any) kept by the company by virtue of section 40 of the 1985 Act, or either of them as the case may require,

**"secretary"** means 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,

**"Treasury Shares"** has the meaning given in the 1985 Act (as amended by the Companies (Acquisition of Own Shares) (Treasury Shares) Regulations 2003 and the Companies (Acquisition of Treasury Shares) No 2 Regulations 2003)

- 1.2** In these articles, references to a share being in uncertificated form are references to that share being an uncertificated unit of a security and references to a share being in certificated form are references to that share being a certificated unit of a security, provided that any reference to a share in uncertificated form applies only to a share of a class which is, for the time being, a participating security, and only for so long as it remains a participating security
- 1.3** Save as aforesaid and unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Companies Acts
- 1.4** Except where otherwise expressly stated, a reference in these articles to any primary or delegated legislation or legislative provision includes a reference to any modification or re-enactment of it for the time being in force
- 1.5** In these articles, unless the context otherwise requires
- 1.5.1** words in the singular include the plural and vice versa,
- 1.5.2** words importing any gender include all genders, and
- 1.5.3** a reference to a person includes a reference to a body corporate and to an unincorporated body of persons
- 1.6** In these articles
- 1.6.1** references to writing include references to typewriting, printing, lithography, photography and any other modes of representing or reproducing words in a legible and non-transitory form,
- 1.6.2** references to "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible,
- 1.6.3** references to a power are to a power of any kind, whether administrative, discretionary or otherwise, and
- 1.6.4** references to a committee of the directors are to a committee established in accordance with these articles, whether or not comprised wholly of directors
- 1.7** The headings are inserted for convenience only and do not affect the construction of these articles
- 2** The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (as amended) do not apply to the company

## **Share capital**

- 3** Subject to the provisions of the Companies Acts and without prejudice to any rights attached to any existing shares, any share may be issued with or have attached thereto such rights or restrictions as the company may by ordinary resolution determine (or, if the company has not so determined or so far as the same shall not make specific provision, as the directors may determine)

### **3A**

**3A 1** The share capital of the company at the date of these articles is divided into ordinary shares and deferred shares

**3A 2** Notwithstanding any other provision of these articles, the following rights and restrictions shall be attached to the deferred shares

**3A 2 1 As regards income**

The holders of the deferred shares shall not be entitled to receive any dividend out of the profits of the company available for distribution and resolved to be distributed in respect of any financial year or any other distribution or income or right to participate therein

**3A 2 2 As regards capital**

On a distribution of assets on a winding-up or other return of capital (otherwise than on conversion or redemption or purchase by the company of any of its shares) the holders of the deferred shares shall be entitled to receive the nominal amount paid up on their shares after there shall have been distributed (in cash or specie) to the holders of the ordinary shares the amount of £100,000 in respect of each ordinary share held by them respectively For this purpose distributions in a currency other than sterling shall be treated as converted into sterling, in each case in such manner as the directors or the company in general meeting may approve The deferred shares shall not entitle the holders thereof to any further or other right of participation in the assets of the company

**3A 2 3 As regards voting**

The holders of the deferred shares shall not be entitled to receive notice of or to attend (either personally or by proxy) any general meeting of the company or to vote (either personally or by proxy) on any resolution to be proposed thereat

**3A 2 4 Variation**

The rights attached to the deferred shares shall not be nor shall they be deemed to be, varied, or abrogated by the creation or issue of any new shares ranking in priority to or pari passu with or subsequent to such shares In addition, neither the passing by the company of any resolution for the cancellation of the deferred shares for no consideration by means of a reduction of capital requiring the confirmation of the Court nor the obtaining by the company nor the making by the Court of any order confirming any such reduction of capital nor the becoming effective of any such order shall constitute a variation, modification or abrogation of the rights attaching to the deferred shares and accordingly the deferred shares may at any time be cancelled for no consideration by means of a reduction of

capital effected in accordance with applicable legislation without sanction on the part of the holders of the deferred shares

### **3A 2 5 Purchase**

Notwithstanding any other provision of these articles, the company shall have the power and authority at any time to purchase all or any of the deferred shares for an aggregate consideration of £1

### **3A 2 6 Transfer and cancellation**

The deferred shares shall not be capable of transfer at any time without the prior written consent of the directors. The company shall have irrevocable authority to appoint any person to execute on behalf of the holders of the deferred shares a transfer and/or cancellation of the deferred shares and/or an agreement to transfer and/or cancel the same, without making any payment to the holders of the deferred shares and in the case of a transfer, to such person or persons as the company may determine as custodian thereof and, pending such transfer and/or cancellation, to retain the certificate (if any) for such shares. The company may, at its option and subject to compliance with the provisions of applicable legislation, at any time after the adoption of this article cancel such shares by way of reduction of capital for no consideration.

### **3A 2 7 Certificates**

- 1** Notwithstanding any other provision of these articles, and unless specifically required by the provisions of applicable legislation, the company shall not be required to issue any certificates or other documents of title in respect of the deferred shares
- 2** Subject to the provisions of the Companies Acts and to any special rights conferred on the holders of any shares or class of shares, any share may be issued which is, or is liable to be, redeemed at the option of the company or the holder on such terms and in such manner as may be provided by these articles
- 3** Subject to the provisions of the Companies Acts and these articles, the unissued shares in the company (whether forming part of the original or any increased capital) shall be at the disposal of the directors, who may offer, allot, grant options over or otherwise dispose them to such persons and on such terms as the directors think fit
- 4** The company may exercise the powers of paying commissions conferred by the Companies Acts. Subject to the provisions of the Companies Acts, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other
- 5** Except as required by law, no person shall be recognised by the company as holding any share upon 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 (even when having notice thereof) except an absolute right to the entirety of it in the holder
- 6** Without prejudice to any powers which the company or the directors may have to issue, allot, dispose of, convert, or otherwise deal with or make arrangements in relation to, shares and other securities in any form
  - 6.1** the holding of shares in uncertificated form and the transfer of title to such shares by means of a relevant system shall be permitted, and

- 6.2** the company may issue shares in uncertificated form and may convert shares from certificated form to uncertificated form and vice versa

If and to the extent that any provision of these articles is inconsistent with such holding or transfer as is referred to in paragraph 6.1 above or with any applicable provision of the Companies Acts about the holding, evidencing of title to, or transfer of securities other than in certificated form, or any applicable legislation, rules or other arrangements made under or by virtue of any such provision, it shall not apply to any share in uncertificated form

- 7** Notwithstanding anything else contained in these articles, where any class of shares is, for the time being, a participating security, unless the directors otherwise determine, shares of any such class held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings

### **Variation of rights**

- 8** Subject to the provisions of the Companies Acts, if at any time the capital of the company is divided into different classes of shares, the rights attached to any class may be varied, either while the company is a going concern or during or in contemplation of a winding up

**8.1** in such manner (if any) as may be provided by those rights, or

**8.2** in the absence of any such provision, with the consent in writing of the holders of three-quarters in nominal value of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of that class,

but not otherwise. To every such separate meeting the provisions of these articles relating to general meetings shall apply, except that the necessary quorum at any such meeting other than an adjourned meeting shall be two persons together holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question and at an adjourned meeting shall be one person holding shares of the class in question or his proxy

- 9** Unless otherwise expressly provided by the rights attached to any class of shares, those rights shall be deemed not to be varied by the creation or issue of further shares ranking *pari passu* therewith or subsequent thereto or by the purchase by the company of any of its own shares (and the holding of any such shares as Treasury Shares)

### **Share certificates**

#### **10**

- 10.1** Subject to paragraph 10.2 of this article, every holder of shares (other than a recognised person in respect of whom the company is not required by law to complete and have ready a certificate) shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of such shares of any class, to a certificate for the balance of that holding) or, upon payment for every certificate after the first of such reasonable sum as the directors may determine, to several certificates each for one or more of his shares. Every certificate shall be issued under the seal, or bearing an imprint or representation of the seal or such other form of authentication as the directors may determine, and shall specify the number, class and distinguishing numbers (if any)

of the shares to which it relates and the amount or respective amounts paid up on them. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

**10.2** Paragraph 10.1 of this article shall not apply in relation to shares in uncertificated form.

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

## **Lien**

**11** The company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may declare any share to be wholly or in part exempt from the provisions of this article. The company's lien on a share shall extend to all amounts payable in respect of it.

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

**13** To give effect to the sale the directors may, in the case of a share in certificated form, authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of the purchaser, and, in the case of a share in uncertificated form, the directors may take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer. The title of the transferee to the share shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

**14** The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the amount for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the share sold, in the case of a share in certificated form, and subject to a like lien for any amount not presently payable as existed upon the share before the sale) be paid to the person entitled to the share at the date of the sale.

## **Calls on shares and forfeiture**

**15** Subject to the terms of allotment, the directors may make calls upon the members in respect of any amounts unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of an amount due under it, be revoked in whole or



in part and payment of a call may be postponed in whole or in part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

- 16** A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 17** The joint holders of a share shall be jointly and severally liable to pay all calls in respect of it.
- 18** If a call or an instalment of a call remains unpaid after it has become due and payable the person from whom it is due shall pay interest on the amount unpaid, from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the shares in question or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Companies Acts) but the directors may waive payment of the interest wholly or in part.
- 19** An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and if it is not paid these articles shall apply as if that sum had become due and payable by virtue of a call.
- 20** Subject to the terms of allotment, the directors may differentiate between the holders in the amounts and times of payment of calls on their shares.
- 21** The directors may receive from any member willing to advance it all or any part of the amount unpaid on the shares held by him (beyond the sums actually called up) as a payment in advance of calls, and such payment shall, to the extent of it, extinguish the liability on the shares in respect of which it is advanced. The company may pay interest on the amount so received, or so much of it as exceeds the sums called up on the shares in respect of which it has been received, at such rate (if any) as the member and the directors agree.
- 22** If a call or an instalment of a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited. 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 directors and the forfeiture shall include all dividends and other amounts payable in respect of the forfeited shares and not paid before the forfeiture.
- 23** Subject to the provisions of the Companies Acts, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and, at any time before the disposition, the forfeiture may be cancelled on such terms as the directors determine. Where, for the purposes of its disposal, a forfeited share is to be transferred to any person, the directors may, in the case of a share in certificated form, authorise someone to execute an instrument of transfer and, in the case of a share in uncertificated form, the directors may take such other steps (including the giving of

directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer of the share to that person

- 24** A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation any certificate for the shares forfeited but shall remain liable to the company for all amounts which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those amounts before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Companies Acts) from the date of forfeiture until payment, but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal
- 25** 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 claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary, in the case of a share in certificated form) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings relating to the forfeiture or disposal of the share

## **Transfers of shares**

- 26** The instrument of transfer of a share in certificated form may be in any usual form or in any other form which the directors approve and shall be executed by or on behalf of the transferor and, where the share is not fully paid, by or on behalf of the transferee
- 27** Where any class of share is, for the time being, a participating security, title to shares of that class which are recorded on the register as being held in uncertificated form may be transferred by means of the relevant system concerned
- 28**
- 28.1** The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share in certificated form which is not fully paid provided that if the share is listed on the Official List of the UK Listing Authority or on the AIM Market of the Stock Exchange ("**AIM**") or on the PLUS Market operated by PLUS Markets plc ("**PLUS**") such refusal does not prevent dealings in the shares from taking place on an open and proper basis. They may also refuse to register a transfer of a share in certificated form unless the instrument of transfer
- 28.1 1** is lodged, duly stamped, at the Office or at such other place as the directors may appoint and (except in the case of a transfer by a recognised person where a certificate has not been issued in respect of the share) is accompanied by the certificate for the share to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer,
- 28.1 2** is in respect of only one class of share, and
- 28.1 3** is in favour of not more than four transferees

- 28.2** The directors may refuse to register a transfer of a share in uncertificated form in any case where the company is entitled to refuse (or is excepted from any requirement) to register the transfer, and they may refuse to register any such transfer in favour of more than four transferees
- 29** If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the company (in the case of a share in certificated form) or the date on which the operator instruction was received by the company (in the case of a share in uncertificated form) send to the transferee notice of the refusal
- 30** Subject to any applicable provision of the Companies Acts or any applicable legislation, rules or other arrangements made under or by virtue of such provision, 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 directors may determine
- 31** No fee shall be charged for the registration of any instrument of transfer or other document or instruction relating to or affecting the title to any share
- 32** The company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall (except in the case of fraud) be returned to the person lodging it when notice of the refusal is given
- 33** Nothing in these articles shall preclude the directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person

### **Transmission of shares**

- 34** If a member dies the survivor, or survivors where he was a joint holder, or his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest, but nothing in this article shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him
- 35** A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the company to that effect. If he elects to have another person registered he shall transfer title to the share to that person. All the provisions of these articles relating to the transfer of shares shall apply to the notice or instrument of transfer (if any) as if it were an instrument of transfer signed by the member and the death or bankruptcy of the member had not occurred
- 36** A person becoming entitled to a share by reason of the death or bankruptcy of a member 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 the holder of the share, be entitled in respect of it to attend or vote at any general meeting or at any separate meeting of the holders of any class of shares

### **Disclosure of interests**

**37**

- 37.1** 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 2006 Act and has failed in relation to any shares (the "default shares") to give the company the information thereby required within fourteen days from the date of giving the notice, the following sanctions shall apply, unless the directors otherwise determine
- 37.1.1** 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 or to exercise any other right conferred by membership in relation to any such meeting or poll, and
- 37.1.2** where the default shares represent at least 0.25 per cent of their class
- (a) any dividend payable in respect of the shares shall be withheld by the company, which shall not have any obligation to pay interest on it, and the member shall not be entitled to elect, pursuant to these articles, to receive shares instead of that dividend, and
  - (b) no transfer, other than an excepted transfer, of any shares held by the member in certificated form shall be registered unless
    - (i) the member is not himself in default as regards supplying the information required, and
    - (ii) the member proves to the satisfaction of the directors that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer
- 37.2** Where the sanctions under paragraph 37.1 of this article apply in relation to any shares they shall cease to have effect at the end of the period of seven days (or such shorter period as the directors may determine) following the earlier of
- 37.2.1** receipt by the company of the information required by the notice mentioned in that paragraph, and
- 37.2.2** receipt by the company of notice that the shares have been transferred by means of an excepted transfer,
- and the directors may suspend or cancel any of the sanctions at any time in relation to any shares
- 37.3** Any new shares in the company issued in right of default shares shall be subject to the same sanctions as apply to the default shares and the directors may make any right to an allotment of the new shares subject to sanctions corresponding to those which will apply to those shares on issue provided that any sanctions applying to, or to a right to, new shares by virtue of this paragraph shall cease to have effect when the sanctions applying to the related default shares cease to have effect (and shall be suspended or cancelled if and to the extent that the sanctions applying to the related default shares are suspended or cancelled), and provided further that paragraph 37.1 of this article shall apply to the exclusion of this paragraph if the company gives a separate notice under section 793 of the 2006 Act in relation to the new shares

**37.4** Where, on the basis of information obtained from a member in respect of any share held by him, the company gives a notice under section 793 of the 2006 Act to any other person, it shall at the same time send a copy of the notice to the member, but the accidental omission to do so, or the non-receipt by the member of the copy, shall not invalidate or otherwise affect the application of paragraph 37.1 of this article

**37.5** For the purposes of this article

**37.5.1** a person other than the member holding a share, shall be treated as appearing to be interested in that share if the member has informed the company that the person is, or may be, so interested, or if the company (after taking account of any information obtained from the member or, pursuant to a notice under section 793 of the 2006 Act, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested,

**37.5.2** "interested" shall be construed as it is for the purpose of section 793 of the 2006 Act,

**37.5.3** reference to a person having failed to give the company the information required by a notice or being in default as regards supplying such information, includes (i) reference to his having failed or refused to give all or any part of it, and (ii) reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular,

**37.5.4** an "excepted transfer" means, in relation to any shares held by a member

- (a) a transfer pursuant to acceptance of a takeover offer (within the meaning of Part 28 of the 2006 Act) in respect of shares in the company, or
- (b) a transfer in consequence of a sale made through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or any other stock exchange outside the United Kingdom on which the company's shares are normally traded, or
- (c) a transfer which is shown to the satisfaction of the directors 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

**37.6** Nothing in this article shall limit the powers of the company under section 794 of the 2006 Act or any other powers of the company whatsoever

## **Untraced members**

### **38**

**38.1** The company shall be entitled to sell at the best price reasonably obtainable any share held by a member, or any share to which a person is entitled by transmission, if

- 38.1 1** for a period of twelve years no cheque or warrant or other method of payment for amounts payable in respect of the share sent and payable in a manner authorised by these articles has been cashed (or been successful) and no communication has been received by the company from the member or person concerned,
  - 38.1 2** during that period at least three dividends in respect of the share have become payable,
  - 38.1 3** the company has, after the expiration of that period, by advertisement in a national newspaper published in the United Kingdom and in a newspaper circulating in the area of the registered address or last known address of the member or person concerned, given notice of its intention to sell such share, and
  - 38.1 4** the company has not during the further period of three months after the date of the advertisement and prior to the sale of the share received any communication from the member or person concerned
- 38.2** The company shall also be entitled to sell at the best price reasonably obtainable any additional share issued during the said period of twelve years in right of any shares to which paragraph 38 1 of this article applies (or in right of any share so issued), if the criteria in sub-paragraphs 38 1 1, 38 1 3 and 38 1 4 of that paragraph are satisfied in relation to the additional share (but as if the words "for a period of twelve years" were omitted from sub-paragraph 38 1 1 and the words ", after the expiration of that period," were omitted from sub-paragraph 38 1 3)
- 38.3** To give effect to the sale of any share pursuant to this article the company may, in the case of a share in certificated form, authorise any person to execute an instrument of transfer of the share sold to, or in accordance with, the directions of the purchaser, and in the case of a share in uncertificated form, the company may take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as it thinks fit to effect the transfer. The purchaser shall not be bound to see to the application of the proceeds of sale, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings relating to the sale. The company shall be indebted to the member or other person entitled to the share for an amount equal to the net proceeds of the sale, but no trust or duty to account shall arise and no interest shall be payable in respect of the proceeds of sale

## **Alteration of capital**

**39** The company may by ordinary resolution

- 39.1** increase its share capital by new shares of such amount as the resolution prescribes. All new shares shall be subject to the Companies Acts and these articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise,
- 39.2** consolidate and divide all or any of its share capital into shares of larger amount than its existing shares,
- 39.3** subject to the provisions of the Companies Acts, sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum,

- 39.4** determine that, as between the shares resulting from such a sub-division, any of them may have preference or advantage as compared with the others, and
- 39.5** cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its authorised share capital by the amount of the shares so cancelled
- 40** Whenever as a result of a consolidation of shares any member would become entitled to fractions of a share, the directors may on behalf of those members sell to any person (including, subject to the provisions of the Companies Acts, the company) the shares representing the fractions for the best price reasonably obtainable and distribute the net proceeds of sale in due proportion among those members, and the directors may, in the case of shares in certificated form, authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser; and, in the case of shares in uncertificated form, the directors may take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale
- 41** Subject to the provisions of the Companies Acts, the company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account, in any way and subject to any confirmation or consent required by law and any rights for the time being attached to any shares

### **Purchase of own shares**

- 42** Subject to the provisions of the Companies Acts, the company may purchase its own shares, including redeemable shares and may hold (and sell) any of such shares as Treasury Shares. Any shares to be so purchased may (subject to any resolution of the Company in general meeting) be selected in any manner determined by the directors

### **General meetings**

- 43** Subject to the Companies Acts and the articles, the directors shall determine when and where any general meeting is to be held
- 44** If
  - 44.1** the company has no directors, or
  - 44.2** the total number of directors for the time being is less than the quorum for directors' meetings and the directors are unable or unwilling to call a general meeting,
 then two or more members may call a general meeting (or instruct the secretary to do so)
- 45**
  - 45.1** A notice of a general meeting may specify a date on which a person must be a member if that person is to be entitled to attend and vote at that meeting (a "voting record date")
  - 45.2** Unless such a notice specifies otherwise, the voting record date for the meeting to which it relates is 48 hours before the time of the meeting

## **Proceedings at general meetings**

### **46**

- 46.1** Two or more persons participate in a general meeting when
- 46.1.1** the meeting has been called and takes place in accordance with the Companies Acts and the articles,
  - 46.1.2** they are all engaged, simultaneously, in the business of the meeting, and
  - 46.1.3** they can each communicate to the others any information or opinions they have on any particular item of that business and exercise any voting rights they have in any way permitted under the Companies Acts or the articles
- 46.2** Subject to the Companies Acts, any person who participates in a general meeting shall be treated as attending it

### **47**

- 47.1** The directors may make whatever arrangements they consider appropriate to enable members and others entitled to attend a general meeting to participate in it, having regard to their respective rights and the legitimate interests of the company and individual members in the efficient despatch of the business of the meeting
- 47.2** In particular, the directors may, subject to the articles, make arrangements for participants in a general meeting to participate in the same meeting while not all being in the same place
- 47.3** The validity of the proceedings at a general meeting shall not be affected by any failure of communication links between participants in different places

### **48**

- 48.1** No business shall be transacted at any general meeting unless a quorum is participating
- 48.2** The quorum for general meetings shall be as provided under the Companies Acts unless the company decides by ordinary resolution to increase it
- 48.3** If a quorum is not present within half an hour after the time appointed for holding the meeting, or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such day, time and place as the directors may determine. If at the adjourned meeting a quorum is not present within fifteen minutes after the time appointed for holding the meeting, the meeting shall be dissolved

### **49**

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



**50**

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

- 50.1** Directors who are not members of the company may participate in general meetings

- 50.2** The chairman of the meeting may permit other persons who are not

**50.2.1** members of the company, or

**50.2.2** otherwise entitled to exercise the rights of members in relation to general meetings,

to participate in a general meeting

- 50.3** Without prejudice to any other power of adjournment he may have under these articles or at common law, the chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give notice of an adjournment

- 50.4** If an amendment proposed to any resolution under consideration is ruled out of order by the chairman, the proceedings on the resolution shall not be invalidated by any error in the ruling

- 50.5** A resolution put to the vote of a 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 duly demanded. Subject to the provisions of the Companies Acts, a poll may be demanded

**50.5.1** by the chairman, or

**50.5.2** by not less than five members having the right to vote at the meeting, or

**50.5.3** by 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

**50.5.4** by a member or members holding shares conferring a right to vote on the resolution 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

- 50.6** The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman, and a demand so withdrawn shall not be taken to have invalidated the results of a show of hands declared before the demand was made

- 50.7** A poll shall be taken as the chairman 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 determined to be the resolution of the meeting at which the poll was demanded

- 50.8** A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs, not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 50.9** No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting in respect of which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

### **Votes of members**

- 51** No member shall have the right to vote at any general meeting or at any separate meeting of the holders of any class of shares, either in person or by representative or proxy, in respect of any share held by him unless all amounts presently payable by him in respect of that share have been paid.
- 52** No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, any vote, except 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 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 whose decision shall be final and conclusive.
- 53** On a poll, a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way. A proxy need not be a member. A member may appoint more than one proxy to attend on the same occasion. Submitting an appointment of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it.
- 54** Subject to article 55 below, an appointment of a proxy shall be in writing in any usual form or in any other form which the directors 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 under the hand of a duly authorised officer.
- 55** The directors may allow the appointment of a proxy to be contained in an electronic communication subject to any requirements as to authentication of the appointment and any limitations, restrictions or conditions as the directors may think fit.
- 56** The appointment of a proxy and any authority under which it is executed or a copy of the authority certified notorally or in some other way approved by the directors may
- 56 1** in the case of an appointment of proxy in writing be deposited at the Office or at such other place in the United Kingdom as is specified in the notice convening the meeting, or in any appointment of proxy sent by the company in relation to the meeting, not less than 48 hours before the time for holding the meeting or

adjourned meeting at which the person named in the appointment of proxy proposed to vote, or

- 56.2** in the case of an appointment contained in an electronic communication, be received at the address specified in the notice convening the meeting, or in any appointment of proxy sent out by the company in relation to the meeting, or in any invitation to appoint a proxy issued by the company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment of proxy proposes to vote, or
  - 56.3** in the case of a poll taken more than 48 hours after it was demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for taking the poll, or
  - 56.4** where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting to the chairman or to the secretary or any director and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid
- 57** Instruments of proxy shall be in any common form or in such other form as the directors may approve and the directors may at the expense of the company send or make available invitations to appoint a proxy to the members by post or by electronic communications or otherwise (with or without provision for their return prepaid) for use at any general meeting or at any separate meeting of the holders of any class of share, either in blank or nominating in the alternative any one or more of the directors or another person. If for the purpose of any meeting 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 a notice of the meeting and to vote on it. The accidental omission 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 shall not invalidate the proceedings at that meeting
- 58** Where two or more valid but differing appointments of proxy are received in respect of the same share for use at the same meeting the one which is last sent shall 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 them shall be treated as valid in respect of that share

## **Directors**

- 59** Unless otherwise determined by the company by ordinary resolution the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two
- 60** A director shall not require a share qualification
- 61**
- 61.1** Directors may undertake any services for the company that the directors decide (except audit)

- 61.2** Directors may undertake such services either as part of, or in addition to, their work as directors
- 61.3** Subject to the Companies Acts
- 61.3.1** directors shall be entitled to be remunerated for their services to the company as the directors determine, and
- 61.3.2** the directors may decide any other terms of any contract relating to the services which a director undertakes personally to perform for the company
- 61.4** Until otherwise determined by the Company by ordinary resolution, there shall be paid to the directors such fees for their services in the office of director as the directors may determine (not exceeding in the aggregate an annual sum of £400,000 or such larger amount as the Company may by ordinary resolution decide) divided between the directors as they may determine or failing such determination equally. The fees shall be deemed to accrue from day to day and shall be distinct from and additional to any remuneration or other benefits which may be paid or provided to any director pursuant to any other provision of these articles
- 61.5** Subject to the articles, a director's remuneration may
- 61.5.1** take any form,
- 61.5.2** be contingent on or otherwise calculated by reference to any aspect of the company's performance, however measured, and
- 61.5.3** include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- 61.6** Directors' remuneration which is determined by the directors must not include payments to or for the benefit of directors or former directors in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the company or any of its subsidiaries
- 61.7** Unless the directors decide otherwise, directors' remuneration shall accrue from day to day
- 61.8** Unless the directors decide otherwise, directors shall not be accountable to the company for any remuneration which they receive as directors of the company's subsidiaries
- 62** Subject to the Companies Acts, the company shall meet any reasonable expenses which the directors properly incur in connection with anything they do for the company

### **Alternate directors**

- 63** Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director appointed by him
- 64** An alternate director shall (unless he is absent from the United Kingdom) be entitled to receive notices of meetings of the directors and of committees of the directors of which his

appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence, but shall not (unless the company by ordinary resolution otherwise determines) be entitled to any fees for his services as an alternate director

- 65** An alternate director shall cease to be an alternate director if his appointor 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
- 66** An appointment or removal of an alternate director shall be by notice to the company executed by the director making or revoking the appointment or in any other manner approved by the directors
- 67** Save as otherwise provided in these articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults, and he shall not be deemed to be the agent of the director appointing him

### **Powers of directors**

- 68** The business of the company shall be managed by the directors who, subject to the provisions of the Companies Acts, the memorandum and these articles and to any directions given by special resolution, may exercise all the powers of the company. No alteration of the memorandum or these articles and no such direction shall invalidate any proper act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by these articles and a meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors
- 69** The directors may exercise all the powers of the company to borrow money and to mortgage or charge all or any of the undertaking, property and assets (present and future) and uncalled capital of the company and subject to the provisions of the Companies Acts to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the company or any third party

### **Delegation of directors' powers**

- 70** Subject to the articles, the directors may delegate any of their powers and responsibilities
- 70.1** to such persons,
  - 70.2** by such means,
  - 70.3** to such an extent,
  - 70.4** in relation to such matters or territories, and
  - 70.5** on such conditions or subject to such restrictions, as they think fit

- 71** Unless the directors specify otherwise, any such delegation authorises further delegation of the directors' powers and responsibilities by any person to whom they are delegated, whether expressly or by virtue of this paragraph
- 72** The directors must not delegate to any person who is not a director any decision connected with
- 72.1** how the directors (or a committee of directors) take decisions,
- 72.2** a director's appointment or the termination of a director's appointment, or
- 72.3** the payment or declaration of a dividend
- 73** The directors may at any time withdraw or revoke any delegation in whole or part, or alter its terms
- 74** If the directors
- 74.1** delegate powers or responsibilities to two or more persons, at least one of whom is a director, and
- 74.2** indicate that they should act together in respect of those powers or responsibilities, those persons are a "committee" for the purposes of the articles
- 75** The provisions of the articles about how the directors take decisions shall apply, as far as possible, to the taking of decisions by committees, but the directors may make rules of procedure which are binding on a committee

### **Appointment and retirement of directors**

- 76** Subject to the Companies Acts, the company may by ordinary resolution decide that it is to have
- 76.1** not more than, or
- 76.2** not less than,
- a specified number of directors
- 77** Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director
- 77.1** by ordinary resolution, or
- 77.2** by a decision of the directors.
- 78**
- 78.1** Directors appointed by a decision of the directors must be confirmed in office by an ordinary resolution at the next annual general meeting following their appointment by the directors
- 78.2** Subject to the articles, the appointment of directors whose appointment is not so confirmed terminates at the end of that annual general meeting
- 79**

- 79.1** At every annual general meeting one third of the directors for the time being or, if their number is not a multiple of three, the number nearest to but not exceeding one third, shall retire from office and offer themselves for reappointment by the members
- 79.2** The directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment by a general meeting, but as between persons who were last appointed or reappointed on the same day those to retire shall be decided by lot
- 79.3** For the purposes of calculating which directors are required to retire by rotation, the following shall be disregarded
  - 79.3 1** any directors whose appointment is required to be confirmed because they were appointed by the directors, and
  - 79 3 2** any directors who wish to retire and not be re-elected
- 79.4** If the company, at the meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or a resolution for the reappointment of the director is put to the meeting and lost

## **80**

- 80.1** A person is only eligible to be appointed a director by a general meeting if that person
  - 80 1 1** is a director retiring by rotation at that meeting under the articles, or
  - 80 1 2** has been nominated for appointment as a director at that meeting by the directors or by a member qualified to vote at that meeting
- 80.2** Members wishing to nominate a person for appointment as a director must do so by giving notice in writing to the company not less than 14 or more than 35 days before the date of the meeting
- 80.3** The company must notify all those who are entitled to receive notice of the meeting of who is eligible to be appointed a director at any general meeting not less than seven or more than 28 days before the date of that meeting
- 80.4** Nominations or notices about the proposed appointment of a person as a director at a general meeting need not contain that person's address, but must otherwise include the same information as an entry in the register of directors in respect of that person would contain if that person were appointed a director
- 80.5** Nominations of a person for appointment as a director at a general meeting must include a statement signed by the person nominated indicating that person's willingness to be appointed a director
- 80.6** If, at the end of a general meeting, the company would otherwise have fewer than two directors, or such higher minimum number of directors as has been fixed in accordance with the articles, the persons who were directors at the start of the meeting shall be deemed to have been reappointed as directors, but they shall only act for the purposes of

80 6 1 calling general meetings, and

80 6 2 performing such duties as are essential to maintain the company as a going concern

### **Termination of directors' appointment**

**81** Without prejudice to the provisions of the Companies Acts, the company may, by extraordinary resolution, remove a director before the expiration of his period of office (but such removal shall be without prejudice to any claim to damages for breach of any contract of service between the director and the company) and, subject to these articles, may, by ordinary resolution, appoint another person instead of him. A person so appointed shall be subject to retirement at the same time as if he had become a director on the day on which the director in whose place he is appointed was last appointed or reappointed a director

**82** Without prejudice to the provisions for retirement by rotation hereinbefore contained, the office of a director shall be vacated if

**82.1** he ceases to be a director by virtue of any provision of the Companies Acts or he becomes prohibited by law from being a director, or

**82.2** he becomes subject to a receiving order or makes any arrangement or composition with his creditors generally, or

**82.3** in the opinion of all the other directors, mental disorder makes that person incapable of discharging the duties of a director, or

**82 4** he resigns his office by notice in writing to the company, or

**82.5** a contract under which that person was appointed as a director of the company or undertakes personally to perform services for the company terminates, and the directors decide that that person should cease to be a director, or

**82 6** he is absent for more than six consecutive months without permission of the directors from meetings of the directors held during that period (whether or not an alternate Director appointed by him attends) and the directors resolve that his office be vacated, or

**82 7** he is requested in writing by all the other directors to resign

**83** The termination of a person's appointment as a director under the articles

**83.1** terminates that person's membership of any committee and any other employment which that person may have with the company,

**83.2** is without prejudice to any claim which that person may have for breach of contract

### **Conflict of interests: relaxation of restrictions**

**84** A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the Companies Acts

**85** Save as herein provided a director shall not vote in respect of any contract, arrangement, transaction or proposal in which he is materially interested, and, subject to article 86, if he



shall do so his vote shall not be counted, nor shall he be counted in the quorum present at the meeting

**86**

**86.1** In any of the circumstances specified for the purposes of this article, a director who is interested in an actual or proposed transaction or arrangement with the company

**86.1 1** shall be counted as participating in a decision at a directors' meeting, or part of a directors' meeting, relating to it, and

**86.1 2** is entitled to vote on a proposal relating to it

**86.2** The circumstances specified for the purposes of this article are when

**86 2 1** the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in, or voting at, a directors' meeting,

**86.2 2** the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or

**86.2 3** the director's conflict of interest arises from a permitted cause

**86.3** For the purposes of this article, the following are permitted causes

**86 3.1** a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries,

**86 3.2** subscription, or an agreement to subscribe, for shares or other securities of the company or its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities,

**86 3.3** any contract, arrangement, transaction or proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiaries from time to time which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates,

**86 3.4** any contract, arrangement, transaction or proposal with any other company in which he or any person connected with him does not to his knowledge hold an interest in shares (as that term is used in sections 820 to 825 of the 2006 Act) representing one per cent or more of the equity share capital, or the voting rights, in the Company, and

**86 3.5** any proposal concerning the purchase and/or maintenance of any insurance policy under which he may benefit

**Proceedings of directors**

**87**

**87.1** Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit

- 87.2** A director may, and the secretary at the request of a director shall, call a meeting of the directors. Subject to paragraph 87.3 of this article, it shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom.
- 87.3** If a director notifies the company in writing of an address in the United Kingdom at which notice of meetings of the directors is to be given to him when he is absent from the United Kingdom, he shall, if so absent, be entitled to have notice given to him at that address, but the company shall not be obliged by virtue of this paragraph to give any director a longer period of notice than he would have been entitled to had he been present in the United Kingdom at that address.
- 87.4** Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote, and an alternate director who is appointed by two or more directors shall be entitled to a separate vote on behalf of each of his appointors in the appointors' absence.
- 87.5**
- 87.5.1** Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when
- (a) the meeting has been called and takes place in accordance with the articles,
  - (b) they are engaged, together, exclusively in the business of the meeting, or of that part of the meeting,
  - (c) no other directors are engaged on that business separately from them, and
  - (d) they can each communicate to the other any information or opinions they have on any particular item of that business.
- 87.5.2** In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 87.6** No business shall be transacted at any meeting of the directors unless a quorum is present. The quorum may be fixed by the directors and unless so fixed at any other number shall be two. An alternate director who is not himself a director shall, if his appointor is not present, be counted in the quorum.
- 87.7** The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or calling a general meeting.
- 87.8** The directors may elect from their number, and remove, a chairman and a deputy chairman of the board of directors. The chairman, or in his absence the deputy chairman, shall preside at all meetings of the directors, but if there is no chairman or deputy chairman, or if at the meeting neither the chairman nor the deputy chairman is present within five minutes after the time appointed for the meeting, or

if neither of them is willing to act as chairman, the directors present may choose one of their number to be chairman of the meeting

- 87.9** All acts done by a meeting of the directors or by a committee of the directors, or by a person acting as a director, shall notwithstanding that it may afterwards be discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote
- 87.10** A resolution in writing executed by all the directors entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) of that committee, duly convened and held, and may consist of several documents in the like form each executed by one or more directors, but a resolution executed by an alternate director need not also be executed by his appointor and, if it is executed by a director who has appointed an alternate director, it need not also be executed by the alternate director in that capacity
- 87.11** If a question arises at a meeting of the directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting (or, if the director concerned is the chairman, to the other directors at the meeting), and his ruling in relation to any director other than himself (or, as the case may be, the ruling of the majority of the other directors in relation to the chairman) shall be final and conclusive

## **Secretary**

- 88** The directors must
- 88.1** appoint a person to be the secretary,
- 88.2** ensure that the requirements of the Companies Acts are satisfied in respect of person whom they appoint
- 89** The directors may, if they think fit, appoint
- 89.1** two or more persons to fulfil the functions of secretary jointly, or
- 89.2** a deputy or assistant secretary to assist the secretary and perform the secretary's functions in the secretary's absence

## **The seal**

- 90** The seal shall be used only by the authority of a resolution of the directors or of a committee of the directors. The directors may determine whether any instrument to which the seal is affixed, shall be signed and, if it is to be signed, who shall sign it. Unless otherwise determined by the directors
- 90.1** share certificates and, subject to the provisions of any instrument constituting the same, certificates issued under the seal in respect of any debentures or other securities, need not be signed and any signature may be applied to any such certificate by any mechanical or other means or may be printed on it, and

- 90 2** every other instrument to which the seal is affixed shall be signed by one director and by the secretary or another director
- 91** Subject to the provisions of the Companies Acts, the company may have an official seal for use in any place abroad

## **Dividends**

- 92** Subject to the Companies Acts
- 92.1** the company may by ordinary resolution declare dividends, and
- 92.2** the directors may decide to pay interim dividends
- 93** If it is proposed that a dividend should be declared by ordinary resolution
- 93.1** the directors must have made a recommendation as to its amount, and
- 93.2** the dividend declared shall not exceed the amount recommended
- 94** No dividend shall be declared or paid unless
- 94.1** it appears to the directors to be justified by the company's profits, and
- 94 2** it is in accordance with members' respective rights
- 95** Any members' resolution or director's decision to pay or declare a dividend must specify that the dividend shall be paid by reference to each member's holding of shares on a specified date
- 96** If the company's share capital is divided into different classes, no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 97** The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- 98** If the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights
- 99** Except as otherwise provided by the articles, the rights attached to shares or the terms on which they are issued, the amount of any dividend payable on a share which has not been fully paid throughout the period in respect of which the dividend is to be paid shall be so much less than the amount of dividend payable on a share of the same class which has been fully paid throughout that period as reflects
- 99 1** the amount by which the share has not been fully paid, and
- 99 2** for how much of that period the share was not fully paid
- 100** For the purposes of calculating dividends, no account shall be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount
- 101** Where a dividend or other sum is payable in respect of a share, it shall be paid in accordance with this article
- 102** The company may pay any such sum by means of

- 102.1 a transfer to a bank account specified in writing by the distribution recipient,
- 102.2 a cheque, warrant or money order sent by post to the distribution recipient's registered address and made payable to the distribution recipient, or
- 102.3 such other means of payment as the directors agree with the distribution recipient
- 103 In the articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable
  - 103.1 the holder of the share, or, if it has two or more holders, whichever of them is named first in the register of members (the "**senior holder**"), or
  - 103.2 if the holder or senior holder is dead or bankrupt, either to a person entitled to the share by reason of such death or bankruptcy, or to such person as all the surviving holders of the share and any persons entitled to it by reason of such death or bankruptcy shall specify to the company by notice in writing signed by all of them
- 104 The Directors may deduct from any dividend or other sum payable in respect of a share any sum of money payable to the company by the holder of that share and for which the due date for payment has passed
- 105 If a share in respect of which a dividend or other sum is payable is subject to the company's lien, the directors may
  - 105.1 retain all or part of that dividend or other sum, and
  - 105.2 apply it in or towards satisfying the debts, liabilities or other obligations in respect of which the lien exists
- 106 The company shall not pay interest on any dividend or other sum payable in respect of a share unless
  - 106.1 the terms on which the share was issued, or
  - 106.2 the provisions of another agreement between the holder of that share and the company,
 provide otherwise
- 107
  - 107.1 The company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other sum payable in respect of a share by transferring to distribution recipients non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)
  - 107.2 For the purposes of paying a dividend or other sum payable in respect of a share otherwise than in cash, the directors may make whatever arrangements they think fit, including
    - 107.2.1 fixing the value of any assets,
    - 107.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
    - 107.2.3 vesting any assets in trustees
- 108 All dividends or other sums which are

**108.1** payable in respect of shares, and

**108.2** unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the company until claimed

**109** The payment of any such dividend or other sum into a separate account shall not make the company a trustee in respect of it

**110** Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so decide, be forfeited and cease to remain owing by the company

**111** A distribution recipient's entitlement to a dividend or other sum payable in respect of a share is not waived unless

**111.1** the distribution recipient signs and delivers a document expressing the waiver of the distribution recipient's right to receive that sum, and

**111.2** that waiver is accepted as such and acted on by the company

### **Capitalisation of profits**

**112** Subject to the articles, the directors may, if they are so authorised by an ordinary resolution

**112.1** decide to capitalise any undivided profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve,

**112.2** appropriate any sum which they so decide to capitalise to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions,

**112.3** apply the sums appropriated on behalf of the persons entitled, either in or towards paying up any amounts unpaid on existing shares of which they are the holders, or in paying up new shares or debentures of the company of nominal amounts equal to those sums,

**112.4** allot the new shares or debentures credited as fully paid to the persons entitled or to persons nominated by them in the same proportions as a dividend would have been distributed to them,

**112.5** make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issue of fractional certificates or the making of cash payments), and

**112.6** authorise any person to enter into an agreement with the company on behalf of all the persons entitled which shall be binding on them in respect of the allotment of shares and debentures to them under this article

**113** For the purposes of this article, the share premium account, the capital redemption reserve and any profits which are not available for distribution may not be applied in paying up partly paid shares

## **Record dates**

- 114** Notwithstanding any other provision of these articles, but without prejudice to the rights attached to any shares, the company or the directors may fix a date as the record date by reference to which a dividend will be declared, paid or made. Where such a record date is fixed, references in these articles to a holder of shares or member to whom a dividend is to be paid or a distribution, allotment or issue is to be made shall be construed accordingly.

## **Accounts**

- 115** No member (other than a director) shall have any right of inspecting any accounting record or other document of the company, unless he is authorised to do so by statute, by order of the court, by the directors or by ordinary resolution of the company.

## **Nomination notices**

- 116** Subject to the Companies Acts, a member may send the company notice in writing that another person or persons is entitled to enjoy or exercise some or all of that member's rights in relation to the company (a "nomination notice")

- 117** A nomination notice

**117.1** must identify the person nominated and state that person's contact details,

**117.2** may specify which rights, in relation to which shares, the person nominated is entitled to enjoy or exercise,

**117.3** must indicate, in relation to the specified rights, whether they are to be exercised only by the person nominated, or whether the member giving the notice may also continue to exercise them,

**117.4** must specify the date from which it is to take effect,

**117.5** may specify when it is to cease to have effect, and

**117.6** must be executed by the member giving the notice and the person nominated

- 118** Subject to the Companies Acts, if the company receives a nomination notice, the company must give effect to that notice in accordance with its terms

- 119** Subject to the Companies Acts, if a nomination notice does not specify the rights which the person nominated in it is entitled to enjoy or exercise, it shall be treated as having specified all the rights of the member giving it in relation to the company

- 120** The company shall not give retrospective effect to a notice which is expressed to take effect from a date after the date on which it is given

- 121** If

**121.1** a nomination notice states that the member giving the notice may continue to exercise or enjoy the rights specified in it, and

**121.2** that member and the person nominated in the notice both seek to exercise such a right in relation to a particular matter,

then, unless the effect of what each of them does in relation to that right would be the same, it shall be treated as not having been exercised by either of them

- 122** A nomination notice ceases to have effect when the member who has given it, or the person nominated in it, dies or ceases to exist
- 123** If
- 123.1** the company receives a notice from a member purporting to entitle another person or persons to enjoy or exercise some or all of the member's rights in relation to the company, and
- 123.2** the notice does not comply with the requirements of the articles as regards nomination notices, or validly appoint a proxy for the purposes of a general meeting,
- the directors may decide not to give effect to the notice, but if they so decide, they must inform the member of their decision and the reasons for it
- 124** The company must keep a record of
- 124.1** all persons nominated in nomination notices and the members who gave them,
- 124.2** the rights which each such person is or was entitled to enjoy or exercise by virtue of each such notice, and
- 124.3** the dates from or (if applicable) between which each such person is or was entitled to enjoy or exercise such rights

## **Communications**

- 125** Subject to the articles
- 125.1** anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which documents or information may be sent or supplied by or to the company for the purposes of the Companies Acts, and
- 125.2** any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors shall be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 126** Members and directors shall notify the company of their contact details, but unless they take action to provide different contact details
- 126.1** members' contact details shall be presumed to be their addresses as recorded in the register of members, and
- 126.2** directors' contact details shall be presumed to be their addresses as recorded in the register of directors
- 127** A member who has no registered address within the United Kingdom, and has not supplied to the Company a postal address within the United Kingdom at which notices or other documents or information may be given to him, shall not be entitled to receive any notice or other documents or information from the Company. Notwithstanding the foregoing, such a member shall be entitled to receive any notice or other documents or information sent or supplied by the Company in electronic form if he has supplied an address for the purpose of receiving notice or other documents or information in electronic form



**128** If

**128.1** the company sends three consecutive documents to a member over a period of at least six months, and

**128.2** each of those notices is returned undelivered, or the company receives notification that it has not been delivered,

that member shall, subject to the Companies Acts, cease to be entitled to receive notices from the company

**129** Members who have lost their entitlement to receive notices shall regain it when they notify new contact details to the company (including, where the company has been using their addresses as recorded in the register of members, a new registered address)

**130** Persons who become entitled to shares by reason of their holder's death or bankruptcy shall be bound by any notice in respect of those shares which was given to a person from whom they derive their title before their names are entered in the register of members

**131** A notice sent by post shall be deemed to have been given on the day following that on which the envelope containing the notice was posted unless it was sent by second class post or there is only one class of post in which case it shall be deemed to have been given on the day next but one after it was posted Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that notice was given A notice given by advertisement shall be deemed to have been served on the day on which the advertisement appears A notice contained in an electronic communication shall be deemed to have been given on the day following that on which it was sent or, in the case of the publication of a notice on a web site, on the day following that on which the member is notified of such publication in accordance with article 127 Proof that a notice contained in an electronic communication was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that notice was given

## **Destruction of documents**

**132** The company shall be entitled to destroy

**132.1** all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entries are made in the register of members, from six or more years after the date of registration,

**132.2** all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address at any time from two years after they have been recorded,

**132.3** all share certificates which have been cancelled from one year after the date of the cancellation,

**132.4** all paid dividend warrants and cheques from one year after the date of actual payment,

**132.5** all proxy appointments which have been used for the purpose of a poll from one year after the date of use, and

- 132.6** all proxy appointments which have not been used for the purpose of a poll from one month after the end of the meeting to which the proxy appointment relates, provided that no poll was demanded at it, but if a poll was demanded, they must not be destroyed until a month after the poll has taken place
- 133** If the company destroys a document in good faith, in accordance with the articles, and without notice of any claim to which that document may be relevant, it shall be conclusively presumed in favour of the company that
- 133.1** entries in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed were duly and properly made,
- 133.2** any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered,
- 133.3** any share certificate so destroyed was a valid and effective certificate duly and properly cancelled, and
- 133.4** any other document so destroyed was a valid and effective document in accordance with its recorded particulars in the books or records of the company
- 134** This article does not impose on the company any liability which it would not otherwise have if it destroys any document before the time at which this article permits it to do so
- 135** In this article, references to the destruction of any document include a reference to its being disposed of in any manner

### **Powers of attorney**

- 136** The directors may, by power of attorney or otherwise, appoint any person to be the company's agent
- 136.1** with such powers,
- 136.2** in relation to such matters or territories, and
- 136.3** on such conditions or subject to such restrictions,  
as they think fit
- 137** Unless the directors specify otherwise, agents so appointed shall be authorised to delegate all or any of their powers

### **Winding up**

- 138** If the Company shall be wound up (whether the liquidation is altogether voluntary, under supervision, or by the court) the liquidator may, subject to the Companies Acts, with the authority of a special resolution of the Company and any other sanction required by the Companies Acts, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of member. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like authority, shall think fit, and

the liquidation of the Company may be closed and the Company dissolved, but so that not contributory shall be compelled to accept any shares in respect of which there is a liability

## **Liabilities of directors and others**

### **139**

**139 1** Subject to the Companies Acts and any agreement made between a director and the company in accordance with the Companies Acts, a director shall be indemnified out of the company's assets against any expenses which that director incurs in connection with

**139 1 1** civil proceedings in relation to the company (unless judgment is given against the director and the judgment is final),

**139.1 2** criminal proceedings in relation to the company (unless the director is convicted and the conviction is final), or

**139 1 3** any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the company (unless the court refuses to grant the director relief, and the refusal is final)

**139.2** A judgment, conviction or refusal of relief becomes final if

**139 2 1** the period for bringing an appeal (or any further appeal) has ended, and

**139.2 2** any appeal brought is determined, abandoned or otherwise ceases to have effect

### **140**

**140.1** Subject to the Companies Acts, the directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

**140.2** In this article

**140 2 1** a "**relevant officer**" means any director or former director of the company, any other officer or employee or former officer or employee of the company (but not its auditors), or any trustee of a pension fund or employee benefits trust of the company, and

**140 2 2** a "**relevant loss**" means any loss or expenditure which has been or may be incurred by a relevant officer in connection with that relevant officer's duties, powers or responsibilities in relation to the company or its pension fund or employee benefits trust