

Company No: 34239

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY SHARES**  
**COPY RESOLUTION**  
**of**  
**BRINTONS LIMITED**  
**("Company")**

**PASSED ON 21 OCTOBER 2005**

At the annual general meeting of the Company duly convened and held on 21 October 2005 at Exchange Street, Kidderminster, the following resolution was duly passed as a special resolution:

THAT the regulations contained in the document marked "A", submitted to the meeting and, for the purposes of identification signed by the Chairman, be and are hereby approved and adopted as the Articles of Association of the company in substitution for and to the exclusion of all existing articles thereof.



Company Number: 34239

**THE COMPANIES ACTS, 1862 TO 1890**

**AND**

**THE COMPANIES ACT, 1985**

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**COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**  
(adopted by Special Resolution passed on the  
21st day of October 2005)

**OF**

**BRINTONS LIMITED**

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**INTERPRETATION**

1. The regulations contained in Table A as prescribed by the Companies (Tables A to F) Regulations 1985 shall not apply to the Company, except in so far as the same are repeated or contained in these articles.
2. In these regulations:

"the Act" means the Companies Act 1985 as amended by the Companies Act 1989 including any statutory modification or re-enactment thereof for the time being in force; and further any word or expression defined in the Act (or appearing in the Act and either judicially defined or having a commonly accepted meaning in general use in either case by reference to the context in which the same appears) shall, unless this would be inconsistent with the subject or context, bear the same meaning in these presents; and so that in the event that any provision of the Act shall be amended, re-enacted, consolidated or otherwise revised so as to be represented in statutory form which is the same or in substantially similar form or in form or concept substantially to the same effect but under some other statutory reference, then (unless and for as long as the directors shall in any particular case lawfully determine that any particular amendment coming into force or effect after the date of adoption of these articles shall not apply to the Company) the statutory references to the Act herein contained shall be construed as references to the appropriate statutory reference of such provision as amended, re-enacted or consolidated as aforesaid;

"address" in relation to electronic communication means any number or address used for the purpose of such communications;

"the articles" means the Articles of Association of the Company;

"clear days" in relation to the period of a notice means the 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;

"the Company" means Brintons Limited;

"executed" includes any mode of execution;

"electronic communication" shall mean e-mail or facsimile;

"the holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

"the Memorandum" means the Memorandum of Association of the Company;

"office" means the registered office of the Company;

"S." means section;

"the seal" means the common seal of the Company;

"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;

"the United Kingdom" means Great Britain and Northern Ireland;

"written" and "in writing" include any method of representing or reproducing words in legible form, including for the avoidance of doubt electronic communication.

Unless the context otherwise requires, words or expressions contained in the articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the articles came into force.

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

### **PRIVATE COMPANY**

3. The Company is a private company limited by shares and accordingly:
- (a) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and
  - (b) any allotment of or agreement to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public
- are prohibited.

### **SHARE CAPITAL**

4. The capital of the Company at the date of the adoption of these articles is £4,150,000 divided into 7,155,536 shares of 25 pence each and 2,361,116 shares of £1 each of which 7,155,536

"A" Ordinary Shares of 25 pence each and 2,236,116 "B" Ordinary Shares of £1 each have been issued and are fully paid. The respective rights of the issued "A" Ordinary Shares and the issued "B" Ordinary Shares are as follows:

(a) As regards income:

The profits which the Company may determine to distribute in respect of any financial year shall be applied (subject to the rights of any other class of shares for the time being issued) in distributing the same amongst the holders of the "A" Ordinary Shares and "B" Ordinary Shares *pari passu* according to the amounts paid up on the "A" Ordinary Shares and "B" Ordinary Shares held by them respectively.

(b) As regards capital:

On a return of capital in a winding up or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be applied (subject to the rights of any other class of shares for the time being issued) in distributing the same amongst the holders of the "A" Ordinary Shares and the "B" Ordinary Shares *pari passu* according to the amounts paid up on the said shares held by them respectively.

5. Subject to the provisions of S.127 of the Act, all or any of the special rights or privileges attached to any class of shares for the time being forming part of the capital of the Company may from time to time be varied or abrogated in any manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an Extraordinary Resolution passed at a separate meeting of the members of that class. To any such separate meeting all the provisions of these articles as to General Meetings of the Company shall *mutatis mutandis* apply but so that the necessary quorum shall be members of the class holding or representing by proxy one-half of the capital paid on the issued shares of the class (but so that, if at any adjourned meeting of such holders a quorum as above defined is not present, those members who are present shall be a quorum) and every holder of shares of the class in question shall be entitled on a poll to one vote for every such share held by him.
6. The special rights conferred upon the holders of any shares or class of shares issued with preferred or other special rights (unless otherwise provided by the conditions of issue of such shares or class of shares) shall be deemed not to be varied by the issue of further shares ranking *pari passu* therewith.
7. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine.
8. Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by the articles.
9.
  - (a) The shares shall be under the control of the directors and (in accordance with S.80 of the Act) the directors may allot, grant options over or otherwise deal with or dispose of any relevant securities (as defined by S.80(2) of the Act) of the Company to such persons (including any directors) and generally on such terms and in such manner as they think fit provided that no shares shall be issued at a discount.

- (b) The general authority conferred by paragraph 9 (a) hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority and shall expire on the fifth anniversary of the adoption of these articles unless varied or revoked or renewed by the company in General Meeting (but subject to any elective resolution under S.80A of the Act).
  - (c) In accordance with S.91(l) of the Act S.89(l) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
  - (d) Subject to the relevant provisions of the Act, preference shares may with the sanction of a special resolution be issued upon the terms that they are to be or at the option of the Company are liable to be redeemed on such terms and in such manner as the Company may (before the issue of such shares) determine by special resolution.
  - (e) Subject to the provisions of the Act the Company may give, whether directly or indirectly, such financial assistance (howsoever defined) for the purpose of the acquisition by another of shares in a company (whether in the Company or in a holding company of the Company or otherwise) as may be permissible by law from time to time but always subject to such conditions or restrictions as the law may from time to time impose.
10. The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, 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.
  11. 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 interest in any fractional part of a share or any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these articles or by law otherwise provided.
  12. Save after the true facts have been disclosed to the directors and their consent obtained, no person shall hold any share as the nominee or on behalf of another and no person shall acquire or be registered or recognised or continue as holder of any shares in the Company other than an individual (or individuals between them) absolutely and beneficially entitled to the entirety of the shares in question.

If the directors shall find or shall suspect that any interest exists in breach of this article, then the directors may at any time thereafter serve written notice on the member concerned requiring him within 28 days to take action to terminate the breach of this article or to satisfy the directors that there is no breach. As a condition (inter alia) for such satisfaction the directors may require the member concerned to deliver to the directors a sworn affidavit in such form as the directors may dictate. If the member shall fail to terminate the breach or so to satisfy the directors, then he shall be deemed to have offered to sell at par all his shares to the directors or to such person(s) as they may nominate, which offer shall be deemed irrevocable and open for acceptance for two months from the end of such 28 day period; and if such offer is accepted such member shall be contractually obligated to proceed and complete such sale accordingly; and in the meantime all privileges of membership (including, without limitation, rights to receive dividends or notice of meetings and to attend or vote at meetings) shall be suspended.

13. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or other monies payable in respect of such share.

## SHARE CERTIFICATES

14. Every member upon becoming the holder of any shares 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 shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal 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 thereon. 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.
15. 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 the expenses reasonably 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

16. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares registered in the name of any person whether solely or jointly with others for all monies owing to the Company from him or his estate *either alone or jointly with any other person whether as a member or not and* whether such monies are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to any dividend or other amount payable or any other right or interest in respect of it.
17. The Company may sell at such time or times and in such manner as the directors determine any shares on which the Company has a lien. No sale shall be made until such time as the monies in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged; and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on such member or the persons (if any) entitled by transmission to the shares; and until default in payment, fulfilment or discharge shall have been made by him or them for fourteen days after service of such notice.
18. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to the purchaser or in accordance with his directions. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale and the purchaser shall not be bound to see to the application of the purchase money.
19. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue shall (upon surrender to the Company for cancellation of the certificate(s) for the shares sold and subject to a like lien for any monies not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

## CALLS ON SHARES

20. Subject to the terms of allotment, the directors may make calls upon the members in respect of any monies unpaid on their shares (whether in respect of nominal value or premium) and each member shall (upon being given 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 any sum due thereunder, be revoked in whole or in part and payment of a call may be postponed in whole or 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 whereof the call was made.
21. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
22. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
23. No member shall be entitled to receive any dividend or to exercise any 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 (if any).
24. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at such rate (not exceeding 2 per cent per annum above the rate at which the Company can currently borrow from its clearing Bankers) as the directors shall determine but the directors may waive payment of the interest wholly or in part.
25. 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 and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.
26. Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
27. The directors may, if they think fit, receive from any member willing to advance the same all or any part of the monies due upon his shares beyond the sums actually called up thereon and, upon the monies so paid in advance or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the directors may pay or allow such interest not exceeding without the sanction of the Company in General Meeting the base rate of the Company's clearing Bankers as may be agreed between them and such member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up. The directors may also at any time repay the amount so advanced upon giving to such member one month's notice in writing.

## FORFEITURE OF SHARES

28. If 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 and all expenses and losses that may have been incurred by the company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
29. If the notice is not complied with any share 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 or other monies payable in respect of the forfeited shares and not paid before the forfeiture.
30. When any share has been forfeited in accordance with these articles, notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register opposite to the share; but the provisions of this article are directory only and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
31. Subject to the provisions of the Act, 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 person; and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
32. 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 the certificate for the shares forfeited. Notwithstanding he shall remain liable to the Company for all monies 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 monies before the forfeiture or, if no interest was so payable at the appropriate rate (as defined in the Act) from the date of forfeiture until payment) and shall remain liable to satisfy all (if any) the claims and demands the Company might have enforced in respect of those shares at the time of forfeiture. The directors may waive payment wholly or in part or enforce payment without any allowance for the value of the share at the time of forfeiture or for any consideration received on their disposal.
33. 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 shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these articles expressly saved or as are by the Act given or imposed in the case of past members.
34. 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) 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 in reference to the forfeiture or disposal of the share.



## TRANSFER OF SHARES

35. The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
36. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer when registered and the certificates of the shares to which they refer may be retained by the Company but the Company shall in any event be entitled to destroy all instruments of transfer which shall have been registered and other documents on the faith of which entries are made in the Register at any time after the expiration of twelve years from the date of registration thereof and all share certificate which have been cancelled at any time after the expiration of twelve years from the date of cancellation thereof and in favour of the Company it shall be conclusively presumed that every entry in the Register which purports to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and that every share certificate so destroyed was a valid certificate duly and properly cancelled provided that:
- (a) the provisions of this article shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
  - (b) *nothing contained in this article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company but for the provisions of this article; and*
  - (c) references in this article to the destruction of any document include references to the disposal thereof in any manner.
37. The directors may in their absolute discretion and without assigning a reason refuse to register any transfer. Without prejudice to the generality of their discretion the directors may refuse to register the transfer of a share on which the Company has a lien and they may also refuse to register a transfer unless:
- (a) it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares 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;
  - (b) it is in respect of only one class of shares; and
  - (c) it is in favour of not more than four transferees.
38. *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 send to the transferee notice of the refusal.*
39. If the directors intend to refuse or if they have refused to register a transfer they may (but need not) give notice thereof to the transferor and they may (but without prejudice to their discretion under article 37) notify the transferor that the directors may be able to find a person or persons to take a transfer or transfers of any shares of the transferor on terms to be agreed. Any such person may be a director and need not be named by the directors.

40. Notwithstanding the execution and delivery of any share transfer, the transferor shall remain the holder of a share until the name of the transferee is expressly approved by the directors and entered in the Register in respect thereof; whereupon all rights of the transferor as against the Company shall cease and thereafter the directors may and shall deal exclusively with the transferee and the transferor shall no longer have any rights against the Company.
41. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
42. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
43. 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 be returned to the person lodging it when notice of the refusal is given.

### **TRANSMISSION OF SHARES**

44. If a member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
45. 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 execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death and bankruptcy of the member had not occurred.
46. Until any person becoming entitled to a share by transmission shall have complied with the terms of article 45 the Company may retain any dividend declared upon or other monies payable in respect of such share and such person shall not be entitled in respect of such share to exercise any right conferred by membership in relation to meetings of the Company, or at any separate meeting of the holders of any class of shares in the Company, until he shall have become registered as a member in respect of such share.

### **ALTERATION OF SHARE CAPITAL**

47. The Company may by ordinary resolution:
  - (a) increase its share capital by new shares of such amount as the resolution prescribes;
  - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (c) subject to the provisions of the Act, sub-divide its shares or any of them into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and

- (d) cancel shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
48. Unless otherwise determined by the Company in General Meeting, any new shares from time to time to be created shall, before they are issued, be offered to the holders of the "A" Ordinary Shares and the "B" Ordinary Shares in proportion, as nearly as may be, to the amounts paid up on the shares of those two classes held by them. Such offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined and, after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors may, subject to these articles, dispose of the same in such manner as they think most beneficial to the Company. The directors may in like manner dispose of any such shares as aforesaid which, by reason of the proportion borne by them to the number of persons entitled to such offer aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the directors be conveniently offered in manner hereinbefore provided.
49. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
50. Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

#### **PURCHASE OF OWN SHARES**

51. Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

#### **GENERAL MEETINGS**

52. All general meetings other than annual general meetings shall be called extraordinary general meetings.
53. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

#### **NOTICE OF GENERAL MEETINGS**

54. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution, an elective resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings

shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

- (a) in the case of an 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 being a majority together holding not less than ninety-five per cent, in nominal value of the shares giving that right (but subject to any elective resolution for the time being in force under S.369(4) or S.378(3) of the Act).

The notice shall specify the time and place of the meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice and other communications relating to the meeting shall be given to all the members entitled to attend and vote at such meeting and to the directors and the auditors.

- 55. Every notice convening a General Meeting shall comply with the provisions of S.372(3) of the Act as to giving information to members in regard to their right to appoint proxies.
- 56. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate any resolution passed or proceeding held at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 57. All business shall be deemed special that is transacted at an Extraordinary General Meeting. All business that is transacted at an Annual General Meeting shall be deemed special with the exception of; the renewal of the authority of the directors to allot relevant securities pursuant to S.80(5) of the Act; sanctioning a dividend; the consideration and receiving of the accounts, balance sheets and the reports of the directors and auditors and any other documents accompanying or annexed to the balance sheets; the appointment of the auditors and fixing of the remuneration of auditors; the election, re-election, appointment or re-appointment of directors and approving or fixing the remuneration of the directors.
- 58. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than three persons present each being either a member entitled to vote or the duly appointed proxy of a member entitled to vote or a duly authorised representative of a corporate member entitled to vote and together holding or representing by proxy not less than one tenth part of the issued share capital of the Company conferring the right to attend and vote at the meeting.
- 59. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not 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 other day and at such other time or place as the directors may determine and, if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present if more than one shall be a quorum.
- 60. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting but, if neither the chairman nor such other director (if any) be 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 to be chairman and, if there is only one director present and willing to act, he shall be chairman.

61. 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.
62. A director, notwithstanding that he is not a member and irrespective of whether he is entitled to notice, shall be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
63. 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 any such notice.
64. 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 Act, a poll may be demanded:
  - (a) by the chairman; or
  - (b) by at least two members having the right to vote at the meeting; or
  - (c) 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
  - (d) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;

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

On a show of hands or on a poll votes may be given either personally or by proxy.

65. A proposed resolution may but need not be seconded. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
66. Notice of any amendment to a proposed resolution which may properly and legally be raised may be deposited at such place within the United Kingdom as may be specified for the purpose in the notice convening the meeting (and if no such place be specified, then at the office) not later than 48 hours before the time for holding the meeting or adjourned meeting and any amendment which is not so deposited shall be invalid unless the chairman in his discretion directs that the amendment shall be taken.

67. 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 result of a show of hands declared before the demand was made.
68. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
69. 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. Subject as aforesaid a poll shall be taken in such manner in all respects 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 deemed to be the resolution of the meeting at which the poll was demanded.
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 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.
71. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken (and, if separately, declared) are announced at the meeting at 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 (and, if separately, declared).
72. Any power conferred upon the Company by statute or the articles or otherwise and exercisable by the Company in general meeting by ordinary resolution shall also be exercisable by special resolution.

#### **VOTES OF MEMBERS**

73. Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative, (not being himself a member entitled to vote) shall have one vote. On a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.
74. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
75. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

76. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company either in person or by proxy in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.
77. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
78. On a poll votes may be given either personally or by proxy. A member may appoint only one proxy to attend on the same occasion. A proxy need not be a member.
79. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment of it or on a poll.
80. When two or more valid but different forms of proxy or electronic communications appointing a proxy are delivered or received in respect of the same share for use at the same meeting, the one which is last validly delivered or received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was last delivered or received, none of them shall be treated as valid in respect of that share.
81. 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 in the same way.
82. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if such appointer is a corporation, either under its common seal or under the hand of an officer or attorney duly authorised in that behalf.
83. Subject to the Acts, the board may resolve to allow a proxy to be appointed by an electronic communication. The ability to appoint a proxy by an electronic communication may be subject to such limitations, restrictions or conditions as the board thinks fit. In particular, but without limitation, the board may require such evidence as it considers appropriate to decide that the appointment of a proxy in this manner is effective.
84. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand or concur in demanding a poll on behalf of the appointer.
85. An instrument appointing a proxy shall be in the following form or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve:

**"BRINTONS LIMITED**

I/We, \_\_\_\_\_, of \_\_\_\_\_  
 member/members of the above-named Company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_, or failing him, \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_, as my/our proxy to vote in my/our name[s] and on my/our behalf at the  
 annual/extraordinary general meeting of the Company to be held on \_\_\_\_\_ 20 \_\_\_\_\_, and  
 at any adjournment thereof.

Signed on \_\_\_\_\_ 20 \_\_\_\_\_."

86. Where it is desired to afford members an opportunity of instructing the proxy how he shall act, the instrument appointing a proxy shall be in the following form or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve:

**"BRINTONS LIMITED**

I/We, \_\_\_\_\_, of \_\_\_\_\_  
member/members of the above-named Company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_  
, or failing him, \_\_\_\_\_ of \_\_\_\_\_  
, as my/our proxy to vote in my/our name[s] and on my/our behalf at the  
annual/extraordinary general meeting of the Company to be held on \_\_\_\_\_ 20 , and  
at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 \*for \*against

resolution No 2 \*for \*against

\* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on \_\_\_\_\_ 20 ."

87. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the directors may:

(a) in the case of an appointment by a form of proxy (which for the avoidance of doubt does not include an appointment contained in an electronic communication) be deposited at such place within the United Kingdom as may be specified for the purpose in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting (and if no such place be specified, then at the office) not later than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote (or such later time (if any) as may be specified in any such notice or instrument);

(b) in the case of an appointment contained in an electronic communication, if an address has been specified for that purpose:

(i) in the notice concerning the meeting;

(ii) in any form of proxy or other accompanying document sent out by the Company in relation to the meeting; or

(iii) in any invitation to appoint a proxy contained in an electronic communication issued by the Company in relation to the meeting;

be received at such address not later than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;



- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid. The chairman's decision as to the validity of a proxy shall be final and conclusive.

- 88. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination (for whatever reason) of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited one hour at least before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 89. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting, in cases where the meeting was originally held within twelve months from such date.
- 90. A resolution in writing, executed by or on behalf of each member who would have been entitled to vote on it if it had been proposed at a general meeting at which he was present, shall be as effective as if it has been passed at the general meeting duly convened and held. The resolution in writing may consist of several documents in the same form, each duly executed by or on behalf of one or more members, and may be in a form as the board determines, including electronic communications. If such a resolution is described as a special resolution or as an extraordinary resolution, it shall have effect accordingly.

#### **REPRESENTATION OF CORPORATIONS AT MEETINGS**

91.

- (a) A corporation may:
  - (i) if it is a member of the Company by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company;
  - (ii) if it is a creditor (including a holder of debentures) of the Company by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of creditors of the Company held in pursuance of the Act or of rules made under it or in pursuance of the provisions contained in any debenture or trust deed as the case may be.
- (b) A person so authorised is entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual shareholder, creditor or debenture holder of the Company.

- (c) A director, the secretary or some person authorised for the purpose by the secretary may require the representative to produce a certified copy of the resolution so authorising him before permitting him to exercise his powers.

### **DIRECTORS**

92. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be not less than two and not more than twelve.
93. A person may be appointed a director notwithstanding that he shall have attained the age of 70 years and no director shall be liable to vacate office by reason of having attained that or any other age.
94. Every director, even though he be not a member of the Company, shall be entitled to receive copies of balance sheets and of documents annexed thereto and of the auditors' report in the same manner as if he were a member of the Company.

### **ALTERNATE DIRECTORS**

95. Any director (other than an alternate director) may appoint any other director or any other person approved by a majority consisting of not less than two thirds of all the directors and willing to act to be an alternate director and may remove from office an alternate director so appointed by him and appoint another alternate director in his place.
96. An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of 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 it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.
97. An alternate director shall not be entitled as such to receive any remuneration from the Company save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
98. An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires 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.
99. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
100. Save as otherwise provided in the 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**

101. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or

articles and no such direction shall invalidate any prior 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 regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

102. The directors may borrow or raise from time to time for the purposes of the Company or secure the payment of such sums as they think fit and may secure the repayment or payment of any such sums by mortgage or charge upon all or any of the property or assets of the Company by the issue of debentures (whether at par or at discount or premium) or otherwise as they may think fit.

Provided that:

- (a) Without the sanction of an ordinary resolution of the Company the amount for the time being outstanding of monies borrowed or raised by the Company otherwise than by the issue of share capital, together with any monies borrowed or raised (otherwise than as aforesaid) by subsidiaries of the Company and for the time being outstanding (exclusive of monies borrowed or raised by the Company from any such subsidiary or by any such subsidiary from another such subsidiary or the Company) shall not exceed in the whole the aggregate of (i) the issued and paid up share capital of the Company for the time being, plus (ii) the amount for the time being standing to the credit of any Share Premium Account and of any Capital and Revenue Reserves as shown by the Balance Sheet of the Company or, as the case may be, the Consolidated Balance sheet last made up and audited before the date on which such calculation falls to be made.
- (b) For the purposes of this article acceptances of bills by the Company or any subsidiary or by any bank or acceptance house under any acceptance credit opened on behalf of the Company or any subsidiary shall be deemed to be borrowed monies but any borrowings for the purpose of repaying monies then outstanding shall not be taken into account in calculating the amount for the time being outstanding of borrowed monies.
- (c) No lender shall be bound to see that the limits imposed by this article are observed and a certificate in writing given by the Company's auditors of the maximum amount of money which may be borrowed or secured at any time under the provisions of this article shall be conclusive.
- (d) Debentures may be issued upon such terms and conditions and may confer on the holders thereof such lawful rights and privileges as the directors shall think fit and may be secured by a trust deed or other security.
- (e) Without prejudice to the provisions of article 155 and 156 the directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such person 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 or any such other company, subsidiary undertaking or pension fund. For the purposes of this article "holding company" and "subsidiary undertaking" shall have the same meanings as in the Companies Act 1989.

103. The directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers.

#### **DELEGATION OF DIRECTORS' POWERS**

104. The directors may delegate any of their powers other than the powers to borrow or make calls to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

105. No person shall be appointed or reappointed a director at any general meeting unless:
- (a) he is recommended by the directors; or
  - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed.
106. Subject to article 92, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
107. The directors may appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
108. At each Annual General Meeting of the Company, one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one director who is subject to retirement by rotation, he shall retire.
109. Subject to the provisions of the Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

110. Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed he shall retain office until the meeting appoints someone in his place or if it does not do so, until the end of the meeting.

### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

111. In addition (and without prejudice) to the provisions of S.303 of the Act the Company may by extraordinary resolution remove any director from office at any time (but without prejudice to any rights of such director under any contract of service to compensation for loss of office) and may by ordinary resolution (but need not) appoint another director in his stead.
112. The office of a director shall be vacated:
- (a) If by notice in writing to the Company he resigns the office of director (and as from the date, if any, specified in the notice and if none then upon receipt by the Company of the same).
  - (b) If he becomes bankrupt or enters into any arrangement or composition with his creditors.
  - (c) If he is prohibited or disqualified or otherwise ceases to be a director by virtue of any provision of the Act or otherwise by law.
  - (d) If 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 1960; 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.
  - (e) If he absents himself from meetings of the directors during a continuous period of six months without special leave of absence from the directors and they pass a resolution that he has by reason of such absence vacated his office.
  - (f) Provided that the number of directors is not less than 5, if he is removed from office by a notice addressed to him at his last known address by all his co-directors. An alternate director appointed by the director to whom such notice is being given and acting in his capacity as such shall not be required to sign such notice, and a director and any alternate director appointed by him and acting in his capacity as such shall constitute a single director for this purpose, so that the signature of either of them on such notice shall be sufficient.
  - (g) If he is otherwise duly removed from office.

### **REMUNERATION OF DIRECTORS**

113. The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day. Any director who is appointed to any executive office or who serves on a committee or who devotes special attention to the business of the Company

or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the directors may determine.

#### **DIRECTORS' EXPENSES**

114. The directors may be paid all travelling, hotel and other expenses properly incurred by them in or about the performance of their duties including attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or debentures of the Company.

#### **DIRECTORS' APPOINTMENTS AND INTERESTS**

115. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made for such period or periods and upon such terms as the directors determine and they may remunerate any such director for his services as they think fit including (but without prejudice to the generality of the foregoing) by salary, bonus (whether periodic or occasional), percentage of turnover or profits or any combination thereof and the making of provisions for the payment to him, his widow or other dependents of a pension on retirement from office or employment and for participation in pension and life assurance benefits. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of any contract of service between the director and the Company.
116. Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director, notwithstanding his office:
- (a) may be a party to or otherwise interested in any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (b) may hold any other office or place of profit under the Company (except that of auditor) in conjunction with his office of director or may act (by himself or his firm) in a professional capacity to the Company and on such terms as to tenure of office, remuneration and otherwise as the directors shall arrange;
  - (c) may be a director or other officer of or employed by or a party to any contract, transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is otherwise interested; and
  - (d) shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
117. For the purposes of article 116:
- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be

deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

### **DIRECTORS' GRATUITIES AND PENSIONS**

- 118. The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

### **PROCEEDINGS OF DIRECTORS**

- 119. Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may and the secretary at the request of a director shall call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote.
- 120. When an alternate director is also a director or acts as an alternate director for more than one director, such alternate director shall have one vote for every director so represented by him (in addition to his own vote if he is himself a director).
- 121. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall (only if his appointor is not present) be counted in the quorum. If he is acting as an alternate director for more than one director he shall be counted in the quorum as the number of directors he is representing. Provided that an alternate director on his own shall not in any circumstances be a quorum.
- 122. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 123. The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But; if there is no director holding that office or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 124. All acts done by a meeting of directors or of a committee of directors or by a person acting as a director shall, notwithstanding that it be afterwards 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.

125. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
126. Any director (including an alternate director) may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. A person participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the directors or a committee of directors shall, for the purposes of these articles, be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of the directors even if fewer than two directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
127. Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he, has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
- (a) the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to or an obligation incurred by him for the benefit of the Company or any of its subsidiaries;
  - (b) the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
  - (c) his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures or other securities of the Company or any of its subsidiaries or by virtue of his being or intending to become a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the Company or any of its subsidiaries for subscription, purchase or exchange;
  - (d) the resolution relates in any way to a retirement benefits scheme which has been approved or is conditional upon approval by the Board of Inland Revenue for taxation purposes;
  - (e) the resolution relates to any contract or arrangement with any other company in which he is interested only as an officer of the Company or as holder of shares or other securities in the Company;
  - (f) the resolution relates to any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any directors of the Company or for persons who include directors of the Company pursuant to article 103(e) or otherwise;



- (g) the resolution relates to any contract, arrangement, transaction or other proposal concerning the adoption, modification or operation of any scheme for enabling employees including full-time executive directors of the Company and/or any subsidiary to acquire shares of the Company for any arrangement for the benefit of employees of the Company or any of its subsidiaries under which the director benefits in a similar manner to employees.

For the purpose of this regulation an interest of a person who is for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company) connected with a director shall be treated as an interest of the director and, in relation to an alternate director, any interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

- 128. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 129. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
- 130. Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
- 131. If a question arises at a meeting of directors or of a committee of 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 and his ruling in relation to any director other than himself shall be final and conclusive.

#### **SECRETARY**

- 132. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by them.

#### **MINUTES**

- 133. The directors shall cause minutes to be made in books kept for the purpose:
  - (a) of all appointments of officers made by the directors; and
  - (b) of all proceedings at meetings of the Company, of the holders of any class of shares in the Company and of the directors and of committees of directors, including the names of the directors present at each such meetings.

#### **THE SEAL**

- 134. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director

and by the secretary or by a second director. The Company may exercise the powers of (S.39) of the Act.

## **DIVIDENDS**

135. 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 directors.
136. Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer 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. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided 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 any shares having deferred or non-preferred rights.
137. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
138. The directors may deduct from the dividends payable to any member all such sums of money as may be due from such member to the Company on account of calls or otherwise.
139. A general meeting declaring a dividend may upon the recommendation of the directors direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust or satisfy the rights of members and may vest any assets in trustees.
140. The Company may pay any dividend, interest or other monies payable in cash in respect of shares by cheque, warrant, money order, bank giro, bank automated clearing systems or bank transfer and may remit the same by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. The Company shall not be responsible or liable for the loss of any such cheque, warrant or order. Every cheque, warrant or order shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other monies payable in respect of the share.
141. No dividend or other monies payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.

142. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.
143. Subject to and without prejudice to the foregoing provisions of these articles relating to the declaration and payment of dividends, the directors may offer the holders of ordinary shares the right to elect to receive new ordinary shares, credited as fully paid, instead of cash in respect of all or part of such dividend or dividends as may be declared by the Company pursuant to article 136 or, as the case may be, by the directors pursuant to article 137 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 authority or any stock exchange in any territory. In respect of any such offer of new ordinary shares, the following provisions shall apply:
- (a) the basis of allotment shall be determined by the directors so that, as nearly as may be considered convenient without involving any rounding-up of fractions, the value (calculated by reference to the market value of the Company's fully paid ordinary shares as determined by the directors for the purposes of such allotment) of the new ordinary shares (including any fractional entitlement) to be allotted instead of any amount of dividend shall be equal to such amount;
  - (b) no shareholder may receive a fraction of a share;
  - (c) the directors, after determining the basis of allotment pursuant to article 143(a) above, shall notify the holders of ordinary shares in writing of the right of election offered to them and shall send with, or following, such notification, Forms of Election and shall specify the procedure to be followed and the place at which, and the latest time by which, duly completed Forms of Election must be lodged in order to be effective;
  - (d) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not (except to the extent of the amount corresponding to any fractional entitlement to new ordinary shares) be payable on ordinary shares in respect of which the said election has been duly made; instead, additional ordinary shares shall be allotted, credited as fully paid, to the holders of the ordinary shares in respect of which such election has been made on the basis of allotment determined as mentioned above. For such purpose, the directors shall capitalise, out of the sums standing to the credit of reserves (including any share premium account or capital redemption reserve) or any of the profits of the Company which could otherwise have been applied in paying dividends in cash as the directors may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on such basis and shall apply the same in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to and amongst the holders of the ordinary shares in respect of which such election has been made on such basis and the directors may do all other acts and things considered necessary or expedient to give effect to such capitalisation. A resolution of the directors capitalising any part of the reserves or profits as mentioned in these articles shall have the same effect as if such capitalisation had been declared by resolution of the Company in accordance with article 146; and
  - (e) the additional shares so allotted shall be allotted as of the record date for the dividend in respect of which the right of election has been offered and shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue except that the shares so allotted will not rank for any dividend or other distribution or other entitlement which

has been declared, made, paid or is payable by reference to such record date or any earlier record date.

## **ACCOUNTS**

144. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company.

## **CAPITALISATION OF PROFITS**

145. The directors may with the authority of an ordinary resolution of the Company:
- (a) subject as hereinafter provided, resolve to capitalise any undivided profit of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium or capital redemption reserve;
  - (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to the sum and allot the shares or debentures credited as fully paid to those members or as they may direct in those proportions or partly in one way and partly in the other; but the share premium account, the capital redemption reserve and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
  - (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this regulation in fractions; and
  - (d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

## **NOTICES**

146. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
147. The Company may give any notice or other document to be served on, or delivered to, any member either:
- (a) personally;
  - (b) by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address; or
  - (c) except in the case of a share certificate and only if an address has been specified by the member for such purpose, by electronic communication.

In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address but otherwise no such member shall be entitled to receive any notice from the Company.

148. A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
149. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which before his name is entered in the register of members has been duly given to a person from whom he derives his title.
150. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 24 hours after the envelope containing it was posted.
151. Any notice sent by electronic communication shall be deemed to have been served or delivered 24 hours after it was sent and in proving such service it shall be sufficient to produce a transaction report or log generated by a fax machine which evidences the fax transmission or a confirmation setting out the total number of recipients sent to or each recipient to whom the message was sent as the case may be.
152. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it in any manner authorised by the articles for the giving of notice to a member, addressed to them by name or by the title of representatives of the deceased or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.
153. If the Company is wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines but no member shall be compelled to accept any assets upon which there is a liability.

## **INDEMNITY**

### *Directors*

154. In this Article 154:

- 154.1 an "associated company" of the Company shall have the meaning given to it in section 309A(6) of the Act; and

- 154.2 any reference to a conviction, judgment or refusal of relief becoming "final" shall have the meaning given to such phrase in sections 309B(6) and (7) of the Act.
155. Subject to and to the fullest extent permitted by the Act, but without prejudice to any indemnity to which he may be otherwise entitled:
- 155.1 every director and officer shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as a director or officer except that no director or officer shall be entitled to be indemnified:
- 155.1.1 for any liability incurred by him to the Company or any associated company of the Company;
- 155.1.2 for any fine imposed in criminal proceedings;
- 155.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
- 155.1.4 for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;
- 155.1.5 for any costs for which he has become liable in defending any civil proceedings brought by the company or an associated company of the Company in which a final judgment has been given against him; and
- 155.1.6 for any costs for which he has become liable in connection with any application under sections 144(3) or (4) or 727 of the Act in which the court refuses to grant him relief and such refusal has become final;
- 155.2 every director or officer shall be entitled to have funds provided to him by the Company to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director or officer, provided that he will be obliged to repay such amounts not later than:
- 155.2.1 in the event he is convicted in proceedings, the date when the conviction becomes final;
- 155.2.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or
- 155.2.3 in the event of the court refusing to grant him relief on any application under sections 144(3) or (4) or 727 of the Act, the date when the refusal becomes final.